

STATE OF SOUTH CAROLINA

(Caption of Case)

Interconnection Agreement for the State of
South Carolina between Bluffton Telephone
Company, Inc. and Managed Services, Inc.

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET

NUMBER: 2007 - 290 - C

(Please type or print)

Submitted by: Margaret M. Fox

SC Bar Number: 65418

Address: P. O. Box 11390
Columbia, SC 29211

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NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition ☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other: _____

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition
<input checked="" type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other:
<input type="checkbox"/> Administrative Matter	<input checked="" type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest	
<input type="checkbox"/> Other:	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit	
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report	

187612

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August 8, 2007

RECEIVED
2007 AUG -8 PM 2:07
SC PUBLIC SERVICE
COMMISSION

Mr. Charles L. A. Terreni
Chief Clerk/Administrator
South Carolina Public Service Commission
Synergy Business Park, The Saluda Building
101 Executive Center Drive
Columbia, South Carolina 29210

Re: Interconnection Agreement between Bluffton Telephone Company
and Managed Services, Inc.

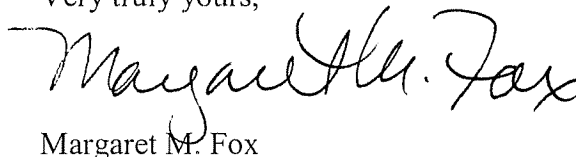
Dear Mr. Terreni:

Enclosed for filing please find three (3) copies of the Interconnection Agreement between Bluffton Telephone Company and Managed Services, Inc. This agreement is being submitted for the Commission's approval pursuant to 47 U.S.C. § 252(e).

Please clock in a copy and return it with our courier.

Thank you for your assistance.

Very truly yours,



Margaret M. Fox

MMF/rwm
Enclosures

cc: Margaret Smith, Hargray Telephone Company, Inc.

**INTERCONNECTION AGREEMENT
FOR THE STATE OF SOUTH CAROLINA**

BETWEEN

Bluffton Telephone Company, Inc.

and

Managed Services, Inc.

This Interconnection Agreement ("Agreement"), entered into this 15th day of May 2007, is entered into by and between Bluffton Telephone Company, Inc. ("Bluffton") with offices at 870 William Hilton Parkway, P.O. Box 5519, Hilton Head Island, SC 29928 and Managed Services, Inc. ("MSI"), with offices at 672 Spyglass Way, Rock Hill, SC 29730 herein collectively, ("the Parties"), to establish the rates, terms and conditions for local interconnection for the State of South Carolina.

NOW THEREFORE, the Parties agree as follows:

1. CONDITIONS

- 1.1 The Agreement between the Parties shall consist of the Interconnection Agreement for the State of South Carolina entered into by and between Bluffton and TeleCom Services of the Low Country, dated October 12, 2006 ("Adopted Agreement"), amended as noted herein. The Adopted Agreement is attached as Appendix A.
- 1.2 MSI represents and warrants that it is a certified provider of local telecommunications service in the Bluffton service territory, and that it provides local telecommunications service to end users.

2. TERM

- 2.1 This Agreement shall be in force and become effective May 15, 2007, or the date of Commission approval, if required.

3. PARTIES

- 3.1 MSI is hereby substituted in the Adopted Agreement for TeleCom Services of the Low Country ("CLEC"). Bluffton shall remain as the other Party to the Agreement.

RECEIVED
2007 MAY -8 PM 3:00
SC PUBLIC UTILITIES
COMMISSION

4. GENERAL

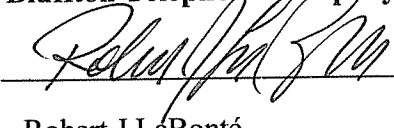

- 4.1 Other than as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Adopted Agreement and this Agreement, this Agreement will control.
- 4.2 This Agreement, executed by authorized representatives of MSI and Bluffton, is made a part of and incorporates the terms and conditions of this Agreement and the Adopted Agreement.

5. NOTICES:

- 5.1 Except as otherwise provided, all notices and communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, addressed as follows:

To: Bluffton Bluffton Telephone Company, Inc. P.O. Box 5986 Hilton Head Island, SC 29928 Attn: Bill Oglesby, CFO	To: MSI Managed Services, Inc. Attn: Steve Maginnis, President/CEO 672 Spyglass Way Rock Hill, SC 29730
With a copy to: McNair Law Firm, P.A. P.O. Box 11390 Columbia, SC 29211 Attn: Margaret M. Fox	

IN WITNESS WHEREOF, MSI and Bluffton have caused this Agreement to be executed by its duly respective authorized representatives.

Bluffton Telephone Company, Inc.	Managed Services, Inc.
By: 	By: 
Name: <u>Robert J LaBonté</u>	Name: <u>Steve Maginnis</u>
Title: <u>Vice President & COO</u>	Title: <u>President/CEO</u>
Date: <u>6/25/07</u>	Date: <u>6/2/07</u>

GENERAL TERMS AND CONDITIONS

BETWEEN

Bluffton Telephone Company

AND

TeleCom Services of the Low Country(TSLC)

REC-11
2006 DEC -6 PM 3:00
SC PUBLIC UTILITY
COMMISSION

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GLOSSARY

ATTACHMENTS:

Interconnection Attachment
Local Number Portability Attachment
Ancillary Services Attachment
Pre-Ordering, Ordering, Provisioning, Maintenance and Repair Attachment
Unbundled Network Elements
Collocation
Pricing Attachment

AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of the 12th day of October 2006 (the "Effective Date"), by and between TeleCom Services of the Low Country ("CLEC") with offices at 14 Savannah Highway Suite 14; Beauford, SC 29906 and Bluffton Telephone Company ("ILEC") with offices at 856 William Hilton Parkway; Hilton Head Island, SC 29938. This Agreement may refer to either ILEC or CLEC or both as a "Party" or "Parties."

WHEREAS, ILEC is a local exchange Telecommunications company authorized to provide Telecommunications services in the state of South Carolina; and

WHEREAS, CLEC is or seeks to become a competitive local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the state of South Carolina; and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to Sections 251 (a) and (b) of the Telecommunications Act of 1996 ("the Act").

NOW THEREFORE, in consideration of the mutual agreements contained herein, ILEC and CLEC agree as follows:

1. Purpose

- 1.1 The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform to each Party's obligations under Sections 251 (a) & (b).
- 1.2 ILEC has no obligation to establish interconnection service arrangements to enable CLEC to solely exchange Information Services traffic. CLEC agrees that it is requesting and will use this arrangement for purposes of exchanging Telecommunications Traffic and that any exchange of Information Service traffic (including VoIP/IP-Enabled Traffic) will be incidental to CLEC's exchange of T Telecommunications Traffic. The FCC has not determined whether IP-Enabled Traffic is a Telecommunications Service or an Information Service. For the purpose of this Agreement, IP-Enabled Traffic is treated similarly to other voice traffic. If the FCC determines that IP-Enabled Traffic is other than Telecommunications Service and IP-Enabled Traffic is exchanged under this Agreement, the terms of this Agreement shall remain in effect until such time as this Agreement is modified under the change in law provisions of Section 28 of the General Terms and Conditions of this Agreement.
- 1.3 ILEC has no obligation to establish interconnection service arrangements to enable CLEC to solely exchange interexchange toll traffic. CLEC agrees that it is requesting and will use this arrangement for purposes of exchange Telecommunications Traffic and that any exchange of interexchange toll traffic will be incidental to CLEC's exchange of Telecommunications Traffic.

Term of the Agreement

- 2.1 This Agreement will commence when fully executed and have an initial term for two (2) years. No later than one hundred and sixty (120) days prior to the expiration of this Agreement, either Party will have the right to terminate this Agreement and request the negotiation of a subsequent Agreement. Such request for renegotiation must be in the form of a written notice to the other Party. If a party requests the negotiation of a subsequent agreement and the Parties are unable to negotiate a subsequent agreement, then this Agreement will terminate and ILEC shall continue to offer all services to CLEC previously available under this Agreement pursuant to the terms, conditions and rates of ILEC's then current Tariffs and CLEC shall continue to offer all services to ILEC previously available under this Agreement pursuant to the terms, conditions and rates of CLEC's then current Tariffs, rates sheets or applicable contracts. If notice of termination is not received, this Agreement shall automatically renew for one (1) year terms unless terminated as provided above. If the Parties cease the exchange of traffic, then either Party may terminate this Agreement upon thirty (30) days written notice
- 2.2 In the event that this Agreement expires, except in the case of termination as a result of either Party's default or for termination upon sale, Service that had been available under this Agreement and exists as of the end date may continue uninterrupted after the end date at the written request of either Party only under the terms of:
 - 2.2.1 A new agreement voluntarily entered into by the Parties, pending approval by the Commission; or
 - 2.2.2 An existing agreement between ILEC and another carrier adopted by CLEC for the remaining term of that agreement.

3. Termination of the Agreement

3.1 Termination Upon Default

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:

- 3.1.1 A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- 3.1.2 A Party's refusal or failure in any material respect to properly perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

- 3.1.3 A Party's assignment of any right, obligation, or duty, in whole or in part, or of any interest, under this Agreement without any consent required under Section 6 of this Attachment.

3.2 Liability Upon Termination

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

4. Contact Exchange

The Parties agree to exchange and to update contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government.

5. Amendments

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

6. Assignment

This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Each Party covenants that, if it sells or otherwise transfers to a third party, unless the Party which is not the subject of the sale or transfer reasonably determines that the legal structure of the transfer vitiates any such need, it will require, as a condition of such transfer, that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld, provided that either Party may assign this Agreement to a corporate Affiliate or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party. Any attempted assignment or transfer that is not permitted is void *ab initio*. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void.

7. Authority

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his or her choosing.

8. Responsibility for Payment

Each Party will render to the other monthly bill(s) for interconnection and facilities provided hereunder at the rates set forth in the Pricing Attachment. Each Party shall pay bills in accordance with the terms of this Agreement. In the event that either Party defaults on its payment obligation to the other Party, service to the defaulting Party will be terminated and any security deposits held will be applied to the outstanding balance owed by the defaulting Party.

9. Billing and Payment

9.1 In consideration of the services and facilities provided under this Agreement, the Parties shall bill the other Party on a monthly basis all applicable charges set forth in this Agreement or in ILEC's applicable tariff. The Party billed ("Billed Party") shall pay to the invoicing Party ("Billing Party") all undisputed amounts within thirty (30) days from the bill date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made by the prior business day.

9.2 Billing Disputes Related to Unpaid Amounts

9.2.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amount it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment is required, the Non-Paying Party shall pay the disputed amounts with interest at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under South Carolina's applicable law. In addition, the Billing Party may cease terminating traffic for the Non-Paying Party after undisputed amounts not paid become more than 90 days past due, provided the Billing Party gives an additional 30-days written notice and opportunity to cure the default.

- 9.2.2 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under South Carolina's applicable law. In addition, if amounts are not paid within sixty (60) days, the billing party shall cease processing orders received from the non-paying party.
- 9.2.3 Issues related to Disputed Amounts shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 13 of this Agreement.
- 9.3 Except for amounts disputed pursuant to Section 9.3 herein, the following shall apply:
 - 9.3.1 If payment is not received thirty (30) days from the bill date, ILEC may provide written notice to CLEC that additional applications for service will be refused, and that any pending orders for service will not be completed if payment is not received by the fifteenth (15th) day following the date of the notice. If ILEC does not refuse additional applications for service on the date specified in the notice, and CLEC's noncompliance continues, nothing contained herein shall preclude ILEC's right to refuse additional applications for service without further notice.
 - 9.3.2 If CLEC fails to make any payment following the notice under Section 9.3.1, ILEC may on thirty (30) days written notice to CLEC discontinue the provision of existing services to CLEC at any time thereafter. Notice shall be as provided in Section 26 below. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If ILEC does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and CLEC noncompliance continues, nothing contained herein shall preclude ILEC's right to discontinue the provision of the services to CLEC without further notice.
 - 9.3.3 If payment is not received within ninety (90) days of notice under Section 9.3.2, ILEC may terminate this Agreement.
 - 9.3.4 After disconnect procedures have begun, ILEC shall not accept service orders from CLEC until all unpaid charges are paid in full in immediately available funds.
- 9.4 Audits

Either Party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing data, and invoicing in accordance with this Agreement. Any audit shall be

performed as follows: (i) following at least thirty (30) days prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

9.5 Recording

The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate terminating duration of minutes used based on standard Automatic Message Accounting ("AMA") records made within each Party's network. The records shall contain the information to properly assess the jurisdiction of the call including ANI or service provider information necessary to identify the originating company, including the Jurisdictional Indicator Parameter ("JIP"), and originating signaling information. The Parties shall each use commercially reasonable efforts, to provide these records monthly, but in no event later than thirty (30) days after generation of the usage data.

10. Compliance with Laws and Regulations

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

11. Confidential Information

- 11.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental

authority or applicable law, upon advice of counsel, only in accordance with §11.2 of this Agreement.

- 11.2 If any Receiving Party is required by any governmental authority, or by applicable law, to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief that such Disclosing Party chooses to obtain.
- 11.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

12. Fraud

Neither Party shall bear responsibility for, nor be required to make adjustments to the other Party's account in cases of fraud by the other Party's end-users or on the other Party's end-user customer accounts. The Parties agree to reasonably cooperate with each other to detect, investigate, and prevent fraud and to reasonably cooperate with law enforcement investigations concerning fraudulent use of the other Party's services or network. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

13. Dispute Resolution

The Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

- 13.1 Informal Resolution of Disputes. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-legal, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the

discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

- 13.2 Formal Dispute Resolution. If negotiations fail to produce an agreeable resolution within ninety (90) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.
- 13.3 Continuous Service. The Parties shall continue providing existing services to each other during the pendency of any dispute resolution procedure (other than a dispute related to payment for service), and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

14. Entire Agreement

This Agreement and applicable attachments, constitute the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersede all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied have been made or relied upon in the making of this Agreement other than those specifically set forth herein. In the event there is a conflict between any term of this Agreement, the provisions shall be construed to give the greatest possible effect to the intent of this Agreement.

15. Expenses

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

16. Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence

including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). If any Force Majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the Force Majeure condition. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition shall be abated and shall resume without liability thereafter.

17. Good Faith Performance

In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval, or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld, or delayed.

18. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of South Carolina without regard to its conflict of laws principles and, when applicable, in accordance with the requirements of the Act and the FCC's implementing regulations.

19. Headings

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

20. Independent Contractor Relationship

Notwithstanding any other provisions of this Agreement, neither this Agreement, nor any actions taken by CLEC or ILEC in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between CLEC and ILEC, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by CLEC or ILEC in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between CLEC and ILEC End Users Customers or others.

21. Law Enforcement Interface

21.1 With respect to requests for call content interception or call information interception directed at CLEC's End User Customer, ILEC will have no direct involvement in law enforcement interface. In the event a Party receives a law enforcement surveillance request for an end-user of the other Party, the Party initially contacted shall direct the agency to the other Party.

- 21.2 Notwithstanding 21.1, the Parties agree to work jointly in security matters to support law enforcement agency requirements for call content interception or call information interception.

22. Liability and Indemnity

22.1 **DISCLAIMER**

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY MAKES NO REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES IT PROVIDES UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

22.2 Indemnification

- 22.2.1 Each Party (the "Indemnitee") shall be indemnified and held harmless by the other Party (the "Indemnifying Party") against claims, losses, suits, demands, damages, costs, expenses, including reasonable attorneys' fees ("Claims"), asserted, suffered, or made by third parties (other than Third Party Telecommunications Carriers, which are treated elsewhere herein against such Indemnitee arising from (i) any act or omission of the Indemnifying Party in connection with its performance or non-performance under this Agreement; and (ii) provision of the Indemnifying Party's services or equipment under this Agreement (e.g., claims for interruption of service, quality of service or billing disputes) unless such act or omission was caused by the negligence or willful misconduct of the Indemnitee. Each Party shall also be indemnified and held harmless by the other Party against claims and damages of persons providing services furnished by the Indemnifying Party or by any of its subcontractors, under worker's compensation laws or similar statutes.
- 22.2.2 Each Party, as an Indemnifying Party, agrees to release, defend, indemnify, and hold harmless the other Party from any claims, demands or suits that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by the Indemnifying Party's employees and equipment associated with the provision of any service herein. This provision includes but is not limited to suits arising from unauthorized disclosure of the end user's name, address or telephone number.
- 22.2.3 ILEC makes no warranties, express or implied, concerning CLEC's (or Third Party Telecommunications Provider) rights with respect to

intellectual property (including without limitation, patent, copyright and trade secret rights) or contract rights associated with CLEC's interconnection with ILEC's network use or receipt of ILEC's services.

- 22.2.4 **Obligation to Defend; Notice; Cooperation.** Whenever a claim arises for indemnification under this Section (the "Claim"), the relevant Indemnitee, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party will have the right to defend against such Claim in which event the Indemnifying Party will give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee will give the Indemnifying Party full authority to defend, adjust, compromise, or settle such Claim with respect to which such notice has been given, except to the extent that any compromise or settlement might prejudice the Intellectual Property Rights of the relevant Indemnities. The Indemnifying Party will consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee will have the right to refuse such compromise or settlement and, at such Indemnitee's sole cost, to take over such defense of such Claim. Provided, however, that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnitee against any damages, costs, expenses, or liabilities, including without limitation, attorneys' fees, in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also will be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee will have the right to employ counsel for such defense at the expense of the Indemnifying Party, and the Indemnifying Party shall be liable for all reasonable costs associated with Indemnitee's defense of such Claim including court costs, and any settlement or damages awarded the third party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim.

22.3 Limitation of Liability

22.3.1 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

22.3.2 Except as otherwise provided in Section 22, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

22.3.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenues or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

22.4 Intellectual Property

Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

23. Joint Work Product

This Agreement is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

24. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

25. No Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a party as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

26. Notices

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed, certified mail, return receipt to the following addresses of the Parties; or (iv) delivered via electronic mail:

To: TeleCom Services of the Low Country

To: Bluffton Telephone Company

Walt Gnann President TeleCom Services of the Low Country(TSLC) 14 Savannah Highway; Suite 14 Beauford, SC 29906	Bob Labonte VP and COO 856 William Hilton Parkway Hilton Head Island, SC, 29938
With a copy to: Michael Tague American CLEC	With a copy to: Valerie Wimer John Staurulakis, Inc

Or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent *via* express mail or personal delivery; or (iii) three (3) days after mailing in the case of certified U.S. mail.

27. Impairment of Service

The characteristics and methods of operation of any circuits, facilities or equipment of CLEC connected with the services, facilities or equipment of ILEC pursuant to this Agreement shall not interfere with or impair service over any facilities of ILEC, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion

of privacy of any communications carried over ILEC's facilities or create hazards to the employees of ILEC or to the public (each hereinafter referred to as an "Impairment of Service").

28. Change in Law

28.1 The Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related specifically to this Agreement, or other types of arrangements prescribed in this Agreement; provided, however, that this Agreement shall remain binding on the Parties.

28.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Telecommunications Act of 1996 and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Telecommunications Act of 1996, any effective legislative action or any effective, final regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Telecommunications Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, to the extent permitted or required, by providing written notice to the other party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rule relating to any of the provisions in this Agreement.

29. Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s).

30. Taxes and Fees

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income.

Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to provide in a timely manner such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party.

31. Trademarks and Trade Names

No patent, copyright, trademark or other proprietary right is licensed, granted, or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use, including but not limited to, in sales, in marketing or in advertising of telecommunications services, of any name, copyrighted material, service mark, or trademark of the other Party.

32. Non-Waiver

Failure of either Party to insist on the performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

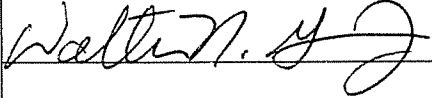
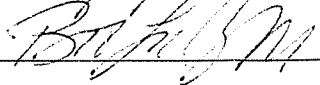
33. Bankruptcy

If any voluntary or involuntary petition or similar pleading under any Section or Sections of any bankruptcy act shall be filed by or against a Party, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Party insolvent or unable to pay the Party's debts, or the Party makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Party or for the major part of the Party's property, the other Party may, if that Party so elects but not otherwise, and with or without notice of such election or other action by that Party, forthwith terminate this Agreement.

34. Reference Documents

The Parties shall abide by each other's Operations and Procedures (OP) Handbooks except where such handbooks/documentation/web information and/or OP Handbook (Reference Documents) (a) conflicts with contract language; or (b) conflicts with applicable law. Each Party will use the other Party's Reference Documents for purposes of interacting with each other. The Parties will, upon execution of this Agreement exchange Reference Documents and provide updates to the same as required.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

[CLEC]	[ILEC]
By: <u>Telecom Services of the Low Country</u> Name: <u>Walt Gnann</u> Title: <u>President</u> Date: <u>27 Oct 06</u> 	By: <u>Bluffton Telephone Company</u> Name: <u>Bob Labonte</u> Title: <u>VP & COO</u> Date: <u>11/20/2006</u> 

GLOSSARY

1. General Rule

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this agreement are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

2. Definitions**2.1 ACCESS SERVICE REQUEST (ASR).**

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of interconnection.

2.2 ACT.

The Communications Act of 1934 (47 U.S.C. §151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC or the Commission.

2.3 AFFILIATE.

Shall have the meaning set forth in the Act.

2.4 APPLICABLE LAW.

All effective laws, government regulations and orders, applicable to each Party's performance of its obligations under this agreement.

2.5 AUTOMATIC NUMBER IDENTIFICATION (ANI).

The signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party.

2.6 CALLING PARTY NUMBER (CPN).

A Signaling System 7 (SS7) parameter that identifies the calling party's telephone number.

2.7 CENTRAL OFFICE.

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.8 CENTRAL OFFICE SWITCH.

A switch used to provide Telecommunications Services including but not limited to an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as combination End Office/Tandem Office Switch.

2.9 COMMISSION.

Means the South Carolina Public Service Commission.

2.10 COMMON CHANNEL SIGNALING (CCS).

A method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call.

2.11 COMPETITIVE LOCAL EXCHANGE CARRIER (CLEC).

Any corporation or other person legally able to provide Local Exchange Service in competition with an ILEC.

2.12 CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI).

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

2.13 DIGITAL SIGNAL LEVEL 1 (DS1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.14 DIGITAL SIGNAL LEVEL 3 (DS3).

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.15 DIRECT INTERCONNECTION FACILITIES.

Dedicated transport facilities installed between a CLEC Switch and a mutually agreed upon point of interconnection within the ILEC network.

2.16 END OFFICE SWITCH OR END OFFICE.

End Office Switch is a switch in which the End User Customer station loops are terminated for connection to trunks. The End User Customer receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.

2.17 END USER CUSTOMER.

A retail residence or business end user subscriber to Telephone Exchange Service provided directly by either of the Parties.

2.18 END USER CUSTOMER LOCATION.

The physical location of the premise where an End User Customer makes use of Telephone Exchange Service.

2.19 EXCHANGE AREA.

Means the geographic area that has been defined by the Commission for the provision of Telephone Exchange Service.

2.20 FCC.

The Federal Communications Commission.

2.21 INCUMBENT LOCAL EXCHANGE CARRIER (ILEC).

Shall have the meaning stated in the Act. For purposes of this Agreement, [ILEC] is an ILEC.

2.22 INFORMATION SERVICE.

The term shall be as defined in the Act. 47 U.S.C. §3(20)

2.23 INTEREXCHANGE CARRIER (IXC).

A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA telephone toll services.

2.24 INTERLATA TRAFFIC.

Telecommunications traffic that originates in one LATA and terminates in another LATA.

2.25 INTRALATA TRAFFIC.

Telecommunications traffic that originates and terminates in the same LATA.

2.26 INTERNET PROTOCOL CONNECTION (IPC)

The IPC is the physical location where end user information is originated or terminated utilizing internet protocol.

2.27 ISDN USER PART (ISUP).

A part of the SS7 protocol that defines call setup messages and call takedown messages.

2.28 ISP-BOUND TRAFFIC.

ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet service provider (ISP) who is physically located in an exchange within the Local/EAS area of the originating End User Customer. Traffic originated from, directed to or through an ISP physically located outside the originating End User Customer's Local/EAS area will be considered switched toll traffic and subject to access charges.

2.29 JURISDICTIONAL INDICATOR PARAMETER (JIP).

JIP is a six-digit number which provides a unique identifier for the originating carrier. JIP is defined in the National Interconnection Inter-operability Forum Reference Document ATIS-0300011. The standard requires one JIP per switch per LATA per state.

2.30 LOCAL ACCESS AND TRANSPORT AREA (LATA).

Shall have the meaning set forth in the Act.

2.31 LINE INFORMATION DATABASE (LIDB).

One or all, as the context may require, of the Line Information Databases owned individually by ILEC and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by ILEC and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.

2.32 LOCAL EXCHANGE CARRIER (ILEC).

The term "local exchange carrier" means any company that is authorized by the state public utility commission to provide local exchange and exchange access services. Such term does not include a company engaged in the provision of a commercial mobile service.

2.33 LOCAL EXCHANGE ROUTING GUIDE (LERG).

The Telcordia Technologies reference customarily used to identify NPA/NXX routing and homing information, as well as network element and equipment designation.

2.34 LOCAL/EAS TRAFFIC.

Any call that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in either the same exchange, or other mandatory local calling area (e.g. EAS) associated with the originating End User Customer's exchange as defined and specified in ILEC's tariff. As clarification of this definition and for reciprocal transport and termination compensation, Local/EAS Traffic does not include traffic that originates from or is directed to or through an ISP.

2.35 NEW SERVICE PROVIDER (NSP).

When an End User Customer is changing its local exchange service from one provider to another, the NSP is the provider with whom the customer will reside at the completion of the change.

2.36 NORTH AMERICAN NUMBERING PLAN (NANP).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consists of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit NXX code and a 4-digit line number.

2.37 NUMBERING PLAN AREA (NPA).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.38 NXX, NXX CODE, CENTRAL OFFICE CODE OR CO CODE.

The three-digit switch entity indicator (i.e. the first three digits of a seven-digit telephone number). Each NXX Code contains 10,000 station numbers.

2.39 OLD SERVICE PROVIDER (OSP).

When an End User Customer is changing its local exchange service from one provider to another, the OSP is the provider from whom the End User Customer is disconnecting.

2.40 POINT OF INTERCONNECTION (POI).

The physical location(s) at which the Parties' networks meet for the purpose of exchanging Local/EAS Traffic and ISP-Bound Traffic.

2.41 RATE CENTER AREA.

A Rate Center Area is a geographic location, which has been defined by the Commission as being associated with a particular NPA/NXX code, which has been assigned to an ILEC for its provision of Telephone Exchange Service. Rate Center Area is normally the same as the boundary of the ILEC Exchange Area as defined by the Commission.

2.42 RATE CENTER.

A Rate Center is the finite geographic point identified by a specific V&H coordinate which is used by the ILEC to measure, for billing purposes, distance-sensitive transmission services associated with the specific rate center; provided that a Rate Center cannot exceed the boundaries of the ILEC Exchange Area as defined by the Commission.

2.43 SIGNALING SYSTEM 7 (SS7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). ILEC and CLEC currently utilize this out-of-band signaling protocol.

2.44 SWITCHED ACCESS SERVICE.

The offering of transmission and switching services for the purpose of the origination or termination of toll traffic. Switched Access Services include, but may not be limited to, Feature Group A, Feature Group B, Feature Group D, 700 access, 8XX access, and 900 access.

2.45 TANDEM SWITCH.

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among end office switches and between and among end office switches and carriers' aggregation points, points of

termination, or point of presence, and to provide Switched Exchange Access Services.

2.46 TANDEM TRANSIT TRAFFIC OR TRANSIT TRAFFIC.

Telephone Exchange Service traffic that originates on CLEC's network, and is transported through an ILEC Tandem to the Central Office of a CLEC, Interexchange Carrier, Commercial Mobile Radio Service ("CMRS") carrier, or other ILEC, that subtends the relevant ILEC Tandem to which CLEC delivers such traffic. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide ("LERG"). Switched Access Service traffic is not Tandem Transit Traffic.

2.47 TARIFF.

Any applicable Federal or State tariff of a Party, as amended from time to time.

2.48 TELCORDIA TECHNOLOGIES.

Formerly known as Bell Communications Research, a wholly owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also provides generic requirements for the Telecommunications industry for products, services and technologies.

2.49 TELECOMMUNICATIONS CARRIER.

The term "Telecommunications Carrier" means any provider of Telecommunications services, except that such term does not include aggregators of Telecommunications services. A Telecommunications carrier shall be treated as a common carrier under the Telecommunications Act only to the extent that it is engaged in providing Telecommunications services.

2.50 TELECOMMUNICATIONS SERVICE.

The term "telecommunications service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

2.51 TELECOMMUNICATIONS TRAFFIC.

“Telecommunications Traffic” means Telecommunications Traffic exchanged between a ILEC and a telecommunications carrier other than a CMRS provider, except for telecommunications traffic that is interstate or intrastate exchange access, information access, or exchange services for such access.

2.52 TELEPHONE EXCHANGE SERVICE.

The term "telephone exchange service" shall have the meaning set forth in 47 U.S.C. Section 3 (47) of the Act.

2.53 VOICE OVER INTERNET PROTOCOL (VOIP) OR IP-ENABLED TRAFFIC.

VoIP means any IP-Enabled, real-time, multidirectional voice call, including, but not limited to, service that mimics traditional telephony. VoIP or IP-Enabled Voice Traffic includes:

- (i) Voice traffic originating at an Internet Protocol Connection (IPC), and which terminates on the Public Switched Telephone Network (PSTN); and
- (ii) Voice traffic originated on the PSTN, and which terminates at IPC.

Interconnection Attachment

1. General

- 1.1 This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between ILEC and CLEC for the purpose of the exchange of Local/EAS and ISP Bound Traffic that is originated by an End User Customer of one Party and is terminated to an End User Customer of the other Party, where each Party directly provides Telephone Exchange Service to its End User Customers physically located in the Exchange Area.
- 1.2 This Attachment also describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telecommunications traffic between the respective End User Customers of the Parties pursuant to Section 251 (a) and (b) of the Act and the compensation for such facilities and traffic exchange.
- 1.3 Rate Arbitrage
 - 1.3.1 Each Party agrees that it will not knowingly provision any of its services or the services of a third party in a manner that permits the circumvention of applicable switched access charges by the other Party ("Rate Arbitrage") and/or the utilization of the physical connecting arrangements described in this Agreement to permit the delivery to the other Party of traffic not covered under this Agreement through the POI on local interconnection trunks. This Rate Arbitrage includes, but is not limited to, third-party carriers, traffic aggregators, and resellers.
 - 1.3.2 If any Rate Arbitrage and/or delivery of traffic not covered under this Agreement through the local interconnection trunks is identified, the Party causing such Rate Arbitrage also agrees to take all reasonable steps to terminate and/or reroute any service that is permitting any of that Party's End User Customers or any entity to conduct Rate Arbitrage or that permits the End User Customer or any entity to utilize the POI for the delivery or receipt of such excluded traffic through the local interconnection trunks. Notwithstanding the foregoing, if any Party is found to be in violation of this Section, until such time as the Rate Arbitrage or incorrect routing of traffic is resolved, that Party shall pay applicable access charges to the other Party.
 - 1.3.3 If either Party suspects Rate Arbitrage from the other Party, the Party suspecting arbitrage ("Initiating Party") shall have the right to audit the other Party's records to ensure that no Rate Arbitrage and/or the delivery of traffic not covered under this Agreement is taking place. Both Parties shall cooperate in providing records required to conduct such audits. Upon request by ILEC, CLEC shall be required to obtain any applicable records of any customer or other third party utilizing CLEC's interconnection with

ILEC. The Initiating Party shall have the right to conduct additional audit(s) if the preceding audit disclosed such Rate Arbitrage provided, however, that neither Party shall request an audit more frequently than is commercially reasonable. Notwithstanding the foregoing, if any Party is found to be in violation of this Section, until such time as the Rate Arbitrage or incorrect routing of traffic is resolved, that Party shall pay applicable access charges to the other Party.

2. Physical Connection

- 2.1 The Parties shall exchange Local/EAS Traffic and ISP-Bound Traffic over Direct Interconnection Facilities between their networks. The Parties agree to physically connect their respective networks so as to exchange such Local/EAS and ISP-Bound Traffic, with the Point of Interconnection (POI) designated at ILEC's switch (Switch CLLI).
- 2.2 Direct Interconnection Facilities between the Parties' networks shall be provisioned as two-way interconnection trunks. The supervisory signaling specifications, and the applicable network channel interface codes for the dedicated interconnection facilities, are the same as those used for Feature Group D Switched Access Service, as described in ILEC's applicable Switched Access Services tariff.
- 2.3 ILEC and CLEC may utilize existing and new Direct Interconnection Facilities procured in any wireline capacity for the mutual exchange of Local/EAS, ISP-Bound Traffic and toll traffic. Local/EAS Traffic, ISP-Bound Traffic and toll traffic will be provisioned on separate trunk groups within the same facility. The charges for usage and underlying trunks shall be subject to the appropriate compensation based on jurisdiction and the cost-sharing provisions as provided in Section 3.1.4 of this Attachment.
- 2.4 Physical Interconnection
 - 2.4.1 Trunk Types
 - 2.4.1.1 Local Interconnection Trunks
 - 2.4.1.1.1 The Parties will establish separate trunk groups for the exchanged of Local/EAS Traffic and ISP-Bound Traffic ("Interconnection Trunks") on the Direct Interconnection Facility. The Parties agree that all Local/EAS and ISP-Bound Traffic exchanged between them will be on trunks exclusively dedicated to such traffic. Neither Party will terminate IntraLATA or InterLATA toll traffic or originate untranslated traffic

to service codes (e.g. 800,888) over Interconnection Trunks.

- 2.4.1.1.2 If the Parties' originated Local/EAS Traffic and ISP-Bound Traffic is exchanged utilizing the same two-way Interconnection Trunk, both parties will mutually coordinate the provisioning and quantity of trunks to be utilized in this arrangement.

2.4.1.2 Access Trunks

- 2.4.1.2.1 Toll traffic shall not be routed on the Interconnection Trunks. Separate trunk groups for such Toll and Access Traffic must be established on the Direct Interconnection Facility. Standard access compensation arrangements from the ILECs respective tariffs will apply to the toll trunks.

2.4.2 Fiber Meet Point

- 2.4.2.1 Fiber Meet Point is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at an interconnection point. The location where one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends is at the POI.
- 2.4.2.2 If CLEC elects to interconnect with ILEC pursuant to a Fiber Meet Point, CLEC and ILEC shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system. The Parties shall interconnect their transmission and routing of Local/EAS Traffic and ISP-Bound Traffic via a local channel facility at the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. CLEC's SONET transmission equipment must be compatible with ILEC's equipment.
- 2.4.2.3 CLEC shall, wholly at its own expense, procure, install and maintain the agreed-upon SONET equipment in the CLEC Central Office.
- 2.4.2.4 ILEC shall designate a POI within the borders of the ILEC Exchange Area as a Fiber Meet Point, and shall make all necessary preparations to receive, and to allow and enable CLEC to deliver, fiber optic facilities into the POI with sufficient spare length to reach the fusion splice point at the POI.

2.4.2.5 CLEC shall deliver and maintain its fiber strands wholly at its own expense. Upon request by CLEC, ILEC shall allow CLEC access to the Fiber Meet Point entry point for maintenance purposes as promptly as possible.

2.4.2.6 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

2.4.2.7 Each Party will be responsible for providing its own transport facilities to the Fiber Meet Point.

- 2.5 Facility Sizing: The Parties will mutually agree on the appropriate sizing for transport facilities. The capacity of transport facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. CLEC will order trunks in the agreed upon quantities via an Access Service Request.
- 2.6 If CLEC's request requires ILEC to build new facilities (e.g. installing new fiber), CLEC will bear the cost of construction. Payment terms for such costs will be negotiated between the Parties on an individual case basis. No Party will construct facilities that require the other Party to build unnecessary facilities.
- 2.7 The CLEC shall be responsible for establishing 911 trunks with the designated 911 vendor. CLEC may purchase transport for such 911 trunks from ILEC subject to applicable tariff rates
- 2.8 Interface Types: If the POI has an electrical interface, the interface will be DS1 or DS3 as mutually agreed upon by the Parties. When a DS3 interface is agreed to by the Parties, ILEC will provide any multiplexing required for DS1 facilities or trunking at their end and CLEC will provide any DS1 multiplexing required for facilities or trunking at their end.
- 2.9 Programming: It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG.
- 2.10 Equipment Additions: Where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for the Parties' internal customer demand.

3. Compensation

3.1 Facilities Compensation

3.1.1 For Direct Interconnection Facilities CLEC may utilize a Fiber Meet Point, lease facilities from ILEC or lease facilities from a third party to reach the POI. If CLEC utilizes a Fiber Meet Point or leases facilities from a third party, CLEC shall bear the full cost of the facility to the POI.

3.1.2 If CLEC chooses to lease Direct Interconnection Facilities from the ILEC to reach the POI, CLEC shall compensate ILEC for such leased Direct Interconnection Facilities used for the transmission and routing of telephone exchange service and exchange access service between the Parties and to interconnect with ILEC's network at the rates contained in the Pricing Attachment subject to the cost sharing provisions in Section 3.1.4 below.

3.1.3 Each Party shall be responsible for the cost of Direct Interconnection Facilities on its side of the POI subject to the cost-sharing provisions as described in Section 3.1.4 of this Attachment.

3.1.4 Where a Direct Interconnection Facility is used for two-way traffic exchanged between the Parties as described in Sections 3.1.1, 3.1.2 and 3.1.3 above, the charges for such facility provided and billed by ILEC shall be shared based on each Party's proportion of originating Local/EAS Traffic and ISP-Bound Traffic to total traffic exchanged between the Parties over such facility (total includes Transit Traffic). This percentage is referred to as the Shared Facility Factor and is listed below. The charges for such Direct Interconnection Facility shall be reduced by ILEC by applying the Shared Facility Factor. The Parties agree to review these percentages on a periodic basis and, if warranted by the actual usage, revise the Shared Facility Factor appropriately. To the extent the Parties utilize the two-way Direct Interconnection Facility to exchange combined local/EAS Traffic, ISP Bound Traffic and interexchange traffic, the portion of the Direct Interconnection Facility used for the exchange of interexchange traffic shall be the responsibility of CLEC and shall not be subject such cost sharing obligations.

- | | | |
|----|-----------------------------|-----|
| a) | ILEC-Shared Facility Factor | 50% |
| b) | CLEC-Shared Facility Factor | 50% |

3.2 Traffic Termination Compensation

- 3.2.1 This Section 3.2 is expressly limited to the transport and termination of Local/EAS and ISP-Bound Traffic originated by and terminated to End User Customers of the Parties in this Agreement. Both Parties agree that compensation for Local/EAS Traffic and ISP-Bound Traffic shall be in the form of the mutual exchange of services provided by the other Party with no minute of use billing related to exchange of such traffic issued by either Party except as otherwise provided in Section 3.4. Compensation for toll traffic will be in accordance with each Party's access tariffs.
- 3.2.2 For Transit Traffic, the originating Party will be responsible for all transit charges. The Party providing the transiting switching function shall bill the originating Party for its originated Transit Traffic that is routed to the transiting provider for delivery to a third party, where switch homing arrangement for NPA/NXX is designated as the transiting Party's tandem switch per the Local Exchange Routing Guide (LERG). The rate for Transit Traffic is listed in the Pricing Attachment of this Agreement. CLEC is responsible for negotiating any necessary interconnection arrangements directly with the third party. ILEC will not be responsible for any reciprocal compensation payments to CLEC for Transit Traffic. Any Transit Traffic that is toll shall be governed by the ILEC's access tariffs.
- 3.3 Jurisdiction of IP Enabled Traffic is determined by the physical location of the End User Customer originating IP Enabled Traffic, which is the geographical location of the actual Internet Protocol Connection (IPC), not the location where the call enters the Public Switched Telephone Network (PSTN). Signaling information associated with IP-Enabled Voice Traffic must comply with Section 5 of this Interconnection Attachment.

4. Routing

- 4.1 Both Parties acknowledge that traffic will be routed in accordance with Telcordia Traffic Routing Administration (TRA) instructions.
- 4.2 Both Parties shall adhere to the North American Numbering Plan (NANP) guidelines. The Parties agree that if a Party assigns telephone numbers from an NPA/NXX to an End User Customer physically located outside the Rate Center Area with which the NPA/NXX is associated, the physical location of the calling and called End User Customers shall be used to determine the jurisdiction of the Telecommunications Traffic for purposes of determining the appropriate compensation mechanism. Further, in order for End User Customers to be considered physically located in the Rate Center such End User Customers must have valid E911 service with a corresponding record in the serving ALI Database.

- 4.3 Neither Party shall route un-translated traffic to service codes (e.g. 800, 888) over the Interconnection trunks.
- 4.4 N11 Codes: Neither Party shall route N11 codes (e.g., 411, 611, 711, and 911) over dedicated facilities.

5. Signaling

- 5.1 Accurate Calling Party Number ("CPN") associated with the End User Customer originating the call must be provided. Accurate CPN is:
 - 5.1.1 CPN that is a dialable working telephone number, that when dialed, will reach the End User Customer to whom it is assigned, at that End User Customer's Location.
 - 5.1.2 CPN that has not been altered.
 - 5.1.3 CPN that is not a charged party number.
 - 5.1.4 CPN that follows the North American Numbering Plan Standards and can be identified in numbering databases and the LERG as an active number.
 - 5.1.5 CPN that is assigned to an active End User Customer.
 - 5.1.6 CPN that is associated with the Rate Center of the specific End User Customer Location.
- 5.2 The originating Party will provide to the other Party, upon request, information to demonstrate that the originating Party's portion of traffic without CPN or Jurisdictional Indicator Parameter ("JIP") does not exceed five percent (5%) of the total traffic delivered to the other Party. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist in its correction. If either Party fails to provide accurate CPN and JIP (*i.e.* valid originating information) on at least ninety-five percent (95%) of its total originating Local/EAS Traffic and ISP Bound Traffic, then traffic sent to the other Party without valid originating information will be handled in the following manner. If the unidentified traffic is less than 5%, the unidentified traffic will be treated as having the same jurisdictional ratio as the identified traffic. If the unidentified traffic exceeds five percent (5%) of the total traffic, all the unidentified traffic shall be billed at a rate equal to ILEC's applicable access charges.
- 5.3 Signaling: The Parties will connect their networks using SS7 signaling as defined in applicable industry standards including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for common

channel signaling-based features in the connection of their networks. CPN shall be available for at least 95% of the calls. Signaling information shall be shared between the Parties at no charge to either Party.

- 5.4 Signaling Parameters: ILEC and CLEC are required to provide each other with the proper signaling information (e.g. originating accurate Calling Party Number, JIP, and destination called party number, etc.) to enable each Party to issue bills in an accurate and timely fashion. All Common Channel Signaling (CCS) signaling parameters will be provided including CPN, JIP, Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, Calling Party Category, Charge Number, etc. All privacy indicators will be honored. One JIP per switch per LATA per state will be provided. In addition, each Party agrees that it is responsible for ensuring that all CCS signaling parameters are accurate and it shall not strip, alter, modify, add, delete, change, or incorrectly assign any CPN or JIP. CPN shall, at a minimum, include information that accurately reflects the physical location of the End User Customer that originated and/or dialed the call.
- 5.5 Grade of Service: Each Party will provision their network to provide a designed blocking objective of a P.01.

6. Network Management:

- 6.1 Protective Controls: Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic destined to each Party's network, when required to protect the public switched network from congestion or failure, or focused overload. CLEC and ILEC will immediately notify each other of any protective control action planned or executed.
- 6.2 Mass Calling: Both Parties will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The Parties agree that the promotion of mass calling services is not in the best interest of either Party. If one Party's network is burdened repeatedly more than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.
- 6.3 Network Harm: Neither Party will use any service related to or provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm will occur, or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required, provided,

however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

- 6.3.1 Promptly notify the other Party of such temporary discontinuance or refusal;
- 6.3.2 Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
- 6.3.3 Inform the other Party of its right to bring a complaint to the Commission, FCC, or a court of competent jurisdiction.

Number Portability Attachment

Local Number Portability

- 1.1 The parties will offer service provider local number portability (LNP) in accordance with the FCC rules and regulations. Service provider portability is the ability of users of Telecommunications services to retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications carrier to another. Under this arrangement, the new Telecommunications service provider must directly provide telephone exchange service or resell an end user local exchange service through a third party Telecommunications service provider to the end user customer porting the telephone number. In order for a port request to be valid, the end user customer must retain their original number and be served directly by the same type of Telecommunications service subscribed to prior to the port. Porting to another provider that in turn serves the end user customer does not qualify for service provider portability.
- 1.2 The parties agree that the industry has established local routing number (LRN) technology as the method by which LNP will be provided in accordance with such rules, regulations and guidelines. As such, the parties agree to provide to each other number portability via LRN.
- 1.3 Nothing in this agreement prohibits the parties or a party from agreeing with its customer to provide types of portability other than "service provider" portability. This agreement only addresses service provider portability and no other type of portability is currently agreed upon in this agreement.
- 1.4 The parties agree to comply with finalized FCC rules and orders, North American Numbering Council (NANC) procedures and guidelines concerning numbering and other industry guidelines related to network architecture, including but not limited to, North American Numbering Council local number portability architecture and administrative plan report, which was adopted by the FCC, second report and order, cc docket 95-116, released august 18, 1997, and central office code assignment guidelines.
- 1.5 Service Management System (SMS) Administration. The parties will work cooperatively with other local service providers to establish and maintain contracts for the number portability administration center (NPAC)SMS.

- 1.6 Signaling. In connection with LNP, each party agrees to use ss7 signaling in accordance with applicable FCC rules and orders:
- 1.7 N-1 query. Neither party offers default query service so non-queried calls will be returned to the n-1 carrier.
- 1.8 Porting of Reserved Numbers. In addition, end user customers of each party may port reserved numbers, as defined in 47 cf.r. section 52.15(f)(1)(vi) that the end user customer has paid to reserve, only if there is at least one working telephone number in the group. Portable reserved numbers are identified on the customer service record (CSR).
- 1.9 Splitting of Number Groups. The parties shall permit blocks of subscriber numbers (including, but not limited to, direct inward dial (did) numbers and multiserv groups) to be split in connection with an LNP request. ILEC and CLEC shall permit end user customers who port a portion of did numbers to retain did service on the remaining portion of numbers. If a party requests porting a range of did numbers smaller than a whole block, that party shall pay the applicable charges as listed in the pricing attachment for doing so. In the event no rate is set forth in this attachment, then the parties shall negotiate a rate for such services.
- 1.10 The parties will set LRN unconditional or 10-digit triggers where applicable. Where triggers are set, the porting party will remove the ported number at the same time the trigger is removed.
- 1.11 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN ss7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.
- 2.0 Coordinated Cutovers.
 - 2.1 For LNP coordinated hot cuts ("CHC"), CLEC may request a desired due date and time. These will be considered coordinated orders. CLEC must indicate a request for CHC on the LNP request form to request a coordinated order. ILEC will not apply a 10-digit trigger upon porting telephone numbers to CLEC network. Charges for CHCs are listed in appendix A. ILEC offers two types of coordination:

2.1.1 Any Time: order to be worked anytime during the day on the due date but ILEC must notify CLEC when completed.

2.1.2 Specific Time: order is to be worked at a specific time on the due date.

2.2 If coordination is requested, CLEC will be required to call the ILEC forty-eight (48) hours prior to the requested coordination date and time. This call is to confirm or reschedule the date and/or time. ILEC reserves the right to change the date and time if other demands require such a change. Every reasonable attempt will be made to commit to the requested date and/or time. Prior to the 48 hour coordination call, ILEC will confirm with the various work groups involved with the coordination, as to their ability to complete the work on the desired date and/or time. If no call is received from CLEC, it will be assumed that CLEC is not ready and the order will not be completed on the requested due date and time. If CLEC does not contact ILEC with 48 hours from the original due date to reschedule, the order will be canceled.

3.0 Late Notification Changes - Due Date, Coordination.

3.1 ILEC will proceed with the conversion based on the agreement at the 48-hour call. Policy for late notification of changes in due date and/or coordination time is as follows:

3.1.1 If ILEC personnel have to wait more than 15 minutes for CLEC to join the scheduled call for the CHC, then CLEC shall be responsible to reimburse ILEC for all personnel costs incurred. The charge will be calculated, in half hour increments, times the loaded hourly compensation rate for each personnel involved in the call.

3.1.2 If CLEC contacts ILEC to reschedule the CHC call less than 48-hours from the scheduled CHC call time, CLEC will be responsible to reimburse ILEC for all cost incurred to date on the CHC order.

3.1.3 Once the scheduled call is underway, and personnel from both CLEC and ILEC are present on the call, should CLEC incur a problem that would delay the conversion, ILEC will provide CLEC reasonable time (20 minutes or less) to cure the problem. However, any delay longer than 20 minutes will result in ILEC charging CLEC for personnel costs incurred. The charge will be calculated based on the delay time, in half hour increments, times the loaded hourly compensation rate for each personnel involved in the call.

4.0 Obligations of Both Parties.

- 4.1 CLEC is responsible for advising the NPAC of telephone numbers that it imports and the associated data as identified in industry forums as being required for number portability.
- 4.2 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original end user customer; the ported telephone number will be released back to the carrier who is the code holder or block holder.
- 4.3 Each party has the right to block default routed calls entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 4.4 Both parties must be certified by the regional NPAC prior to the scheduling of inter-company testing.
- 4.5 Each party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the inter-industry LNP regional team for porting.
- 4.6 Each party shall abide by NANC and the inter-industry LNP regional team provisioning and implementation process.
- 4.7 Each party shall become responsible for the end user customer's other Telecommunications related items, e.g. E911, directory listings, operator services, line information database (LIDB), when they port the end-user's telephone number to their switch.
- 4.8 The LRN associated with the ported number associated with ILEC's Local/EAS area shall be derived from an NPA-NXX within the same local/EAS areas.

Ancillary Services Attachment

1. 911/E-911 Arrangements

1.1 Counties provide for the provision of 911/E-911 services directly. The CLEC is responsible for connecting to the County and populating its database. All relations between the County and CLEC are totally separate from this Agreement and ILEC makes no representations on behalf of County.

1.2 ILEC will not be liable for errors with respect to CLEC's provision of 911/E-911 services to CLEC's End User Customers.

2. Telephone Relay Service

Telephone Relay Service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. Each Party is responsible for providing access to TRS for its End User Customers.

3. Directory Listings and Directory Distribution

3.1 CLEC will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth below, with ILEC's vendor for directory publications.

3.2 Listings

CLEC agrees to supply ILEC on a regularly scheduled basis, and in a format prescribed by ILEC, all listing information for CLEC's subscribers who wish to be listed in any ILEC published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and zip code) and telephone numbers. Nothing in this Agreement shall require ILEC to publish a directory where it would not otherwise do so. Listing inclusion in a given directory will be in accordance with ILEC's solely determined directory configuration, scope, and schedules and listings will be treated in the same manner as ILEC's listings.

3.3 Distribution

Each Party is responsible for distributing directories to their own customers.

**Pre-Ordering, Ordering, Provisioning,
Maintenance and Repair Attachment**

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1. Pre-Ordering
2. Ordering
3. Maintenance and repair
4. Service Standards
5. Rates
6. Miscellaneous

Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

1. Pre-Ordering

- 1.1. The Parties will provide access to pre-order functions to support the requesting Party's transfer of customers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders. The following lists represent pre-order functions that are available.
- 1.2. Access to retail Customer Proprietary Network Information (CPNI) and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and PIC freeze indication. Parties agree that the Parties' representatives will not access the information specified in this subsection without the End User Customer's permission, and that the requesting party has verification from the customer via Third Party Verification, a Letter of Authorization (LOA), etc. that the customer has agreed to the release of this information.
- 1.3. The parties will provide the information on the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and customer record information. The parties will include the development and introduction of the new change management process. The parties shall provide such information in accordance with the procedures set out in the handbook or website listed in section 1.4 of this attachment.
- 1.4. Each party will exchange handbooks and/or website addresses covering preordering, ordering, provisioning, maintenance and other process information.
- 1.5. The parties shall exchange preordering information at no charge to one another via fax. Parties may mutually agree to add other forms of the information exchange such as email or GUI.
- 1.6. The Parties agree not to view, copy, or otherwise obtain access to the End User Customer record information of any customer without that End User Customer's permission. The Parties will obtain access to End User Customer record information only in strict compliance with applicable laws, rules, or regulations of the FCC and the state in which the service is provided. If there is a customer complaint or an unusual request for CSRs (i.e. all business customers or a large increase in volume), the Parties reserve the right to audit each other's verification information on access to End User Customer record information. If the audit reveals that the End User Customer record information was obtained without the audited Party having obtained the proper legal permission (e.g., Third Party Verification or LOA), the auditing Party upon reasonable notice to the audited Party may take such corrective action as permitted by state and federal law. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

2. Ordering

2.1. Ordering.

- 2.1.1. The new service provider (NSP) shall place orders for services by submitting a local service request ("LSR") to the old service provider (OSP). The OSP shall bill the NSP a service order charge as specified in the pricing attachment for each LSR submitted. An individual LSR will be identified for billing purposes by its purchase order number ("PON").
- 2.1.2. The OSP will bill the service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.

2.2. Provisioning.

- 2.2.1. The parties shall provision services during its regular working hours. To the extent NSP requests provisioning of service to be performed outside OSP regular working hours, or the work so requested requires OSP's technicians or project managers to work outside of regular working hours, overtime charges shall apply as specified in the pricing attachment of this agreement.
- 2.2.2. Cancellation charges. If the NSP cancels an LSR any costs incurred by OSP in conjunction with the provisioning of that request will be recovered in accordance with the rates specified in the pricing attachment to this agreement.
- 2.2.3. Expedited service date charges. For expedited service date advancement requests by the purchasing party, expedited charges will apply for intervals less than the standard interval. The expedited service date charge is listed in the pricing attachment.
- 2.2.4. Order change charges. If either party modifies an order after being sent a firm order confirmation (FOC) from the other party, the order change charge specified in this agreement will be paid by the modifying party in accordance with the pricing attachment of this agreement.

3. Maintenance and Repair

- 3.1.1. Requests for trouble repair are billed in accordance with the provisions of this agreement. The parties agree to adhere to the procedures for maintenance and repair in their respective operations procedures as referenced in section 1.4 of this attachment.
- 3.1.2. If purchasing party reports a trouble and no trouble actually exists on the serving party's portion of the service ("no trouble found"), the serving party will charge the purchasing party for any dispatching and testing (both inside and outside the central office (CO) required by serving party in order to confirm the working status. If the no trouble found rate is a higher rate than the other similar services

offered by the serving party, the purchasing party may raise the issue with the serving party and request that the information on the trouble shooting procedures performed on the "no trouble found" repair tickets be shared with the purchasing party. Such request shall not be unreasonably denied.

4. Service Standards

4.1 Both parties will comply with the intervals when providing the following services:

4.1.1 Installation interval is 5 business days.

4.1.2 Repair interval is as follows:

4.1.2.1 Any line that is reported before 5pm Monday-Friday to be completely out of service is repaired before midnight of that day.

4.1.2.2 Outages are responded to within minutes, but restoration of Outages depends on the severity of the outage and many external circumstances.

5. Rates

All charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be as set forth in the pricing attachment to this agreement.

6. Miscellaneous

6.1 Customer Transfer.

6.1.1 Service orders will be in a standard format designated in accordance with industry standards. All ordering and provisioning and maintenance activity conducted pursuant to this agreement should follow the applicable industry standards which include: local service ordering guidelines (LSOG) developed in the ordering and billing forum (OBF) at the alliance of telecommunications industry solutions (ATIS) and approved North American Numbering Council (NANC) procedures and guidelines concerning local number portability (LNP) processes.

6.1.2 When notification is received from the new service provider that a current end user customer of old service provider will subscribe to new service provider's service, standard service order intervals for the appropriate class of service will apply.

6.1.3 The new service provider will be the single point of contact with old service provider for all subsequent ordering activity resulting in additions or changes to services except that old service provider will accept a request directly from the

end user for conversion of the end user customer's service from new service provider to old service provider

- 6.1.4 If either party determines that an unauthorized change in local service has occurred, the end user customer's authorized local service provider will reestablish service with the end user customer and will pursue remedies permitted by federal and state law against the party making the unauthorized change.

6.2 Misdirected Calls.

- 6.2.1 The parties will employ the following procedures for handling any misdirected calls (e.g., business office, repair bureau, etc.):
- 6.2.2 To the extent the correct provider can be determined; each party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both parties agree to do so in a courteous manner at no charge.
- 6.2.3 For misdirected repair calls, the parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the end user customer the correct contact number.
- 6.2.4 In responding to misdirected calls, neither party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit end user customers or to market services.

6.3 Letter of Authorization.

- 6.3.1 The parties agree that it will not submit an order to move an end user customer's service from one party to the other party without the end user customer's permission, and that the requesting party has verification from the end user customer via third party verification, a letter of authorization (LOA), etc. That the end user customer has agreed to the change in service. The OSP will not require end user customer confirmation prior to establishing service for NSP's end user customers.
- 6.3.2 Once the NSP submits an LSR to change an end users customer's local exchange service, the end user customer will deal directly with the NSP on all inquiries concerning their local exchange service. This may include, but is not limited to billing repair, directory listing, and number portability. The NSP is responsible for any charges that may be incurred in connection with service requests for end user customers change in service providers.
- 6.3.3 If, based on an end user customer complaint, either party (the "complaining party") determines that the other party (the "changing party") has submitted an unauthorized change in local service, the parties will reestablish service for the

end user customer with the appropriate local service provider. The complaining party will notify the changing party of the end user customer complaint, and the changing party may provide proof that the change was authorized. If the changing party is unable to provide such proof, the complaining party may assess the changing party, as the LEC initiating the unauthorized change, any applicable unauthorized change charge approved by the commission. No charges will be assessed if the changing party provides proof that the change was authorized.

- 6.4 Pending Orders. Orders placed in the hold or pending status by new service provider will be held for a maximum of thirty (30) calendar days from the date the order is placed on hold. After such time, the new service provider shall be required to submit a new service request. Incorrect or invalid requests returned to the new service provider for correction or clarification will be held for thirty (30) calendar days. If the new service provider does not return a corrected request within thirty (30) calendar days, the old service provider will cancel the request.
- 6.5 Neither party shall prevent or delay an end user customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 6.6 The parties shall return a firm order confirmation (FOC) and local service request (LSR) rejection/clarification in the two business days.
- 6.7 Contact Numbers. The parties agree to provide one another with contact numbers for the purpose of ordering, provisioning and maintenance of services. The party receiving trouble tickets will close trouble tickets after making a reasonable effort to contact the other party for authorization to close the trouble ticket. If the party receiving the trouble ticket cannot complete the repair due to lack of information or due to lack of authorization for additional work deemed necessary by such party, the party receiving the trouble ticket will make reasonable attempts to contact the other party to obtain such information or authorization. If such attempts fail, the trouble will be placed in a delayed maintenance status.

Unbundled Network Elements Attachment

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UNBUNDLED NETWORK ELEMENTS

1. Introduction

- 1.1 This Attachment sets forth the unbundled network elements that ILEC agrees to offer to CLEC in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the unbundled network elements are described below in this Attachment. The price for each unbundled network element are set forth in the pricing attachment.
- 1.2 For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment provided by ILEC on an unbundled basis as is used by CLEC in the provision of a Telecommunications Service.
 - 1.2.1 Except as otherwise required by law, ILEC shall not impose restrictions or requirements for the use of the network elements that would impair the ability of CLEC to offer Telecommunications Service in the manner CLEC intends.
- 1.3 ILEC shall, upon the request of CLEC, and to the extent technically feasible, provide to CLEC access to its network elements for the provision of CLEC's Telecommunications Service. If no rate is identified in the contract, ILEC will provide to CLEC the rate for the specific service or function prior to accepting the UNE order from CLEC.
- 1.4 CLEC may Commingle UNEs with Tariffed access services ordered and obtained from ILEC as provided for in this Agreement. Each component of the commingled facility, either UNE or access service, will be billed at the UNE or access service rate for that component, plus applicable non-recurring charges.
- 1.5 CLEC may combine ILEC provided UNEs to any and all facilities and services whether provided by ILEC, CLEC or a third party.
- 1.6 CLEC may not access an unbundled network element for the exclusive provision of Mobile Wireless Services or Interexchange Services. (47 C.F.R. § 51.309(b) For purposes of Section 1.6:
 - 1.6.1 "Mobile Wireless Services" shall mean any mobile wireless telecommunications service, including any commercial mobile radio service (47 C.F.R. § 51.5); and
 - 1.6.2 "Interexchange Services" shall mean telecommunications service between station in different exchange areas.
- 1.7 CLEC will adopt and adhere to the standards contained in the applicable ILEC Operations and Network Planning Handbook ("Interconnection Manual").

- 1.8 CLEC may purchase and use network elements from ILEC in accordance with 47 C.F.R 51.309.
- 1.9 ILEC shall offer and provide CLEC services and features that are technically feasible at parity with those provided by ILEC to it or any other party.

2. Loops

- 2.1 The local loop network element ("Loop(s)") is defined as a transmission facility between a distribution frame (or its equivalent) in ILEC's Central Office and the loop demarcation point at an end-user Customer premises. Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local loops. The local loop network element includes all features, functions, and capabilities of the transmission facilities, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and dark fiber. CLEC shall purchase the entire bandwidth of the loop; ILEC shall not subdivide the frequency of the loop. ILEC shall provide access to the local loop network element below the DS1 level set forth in this Attachment.
- 2.2 The Loop does not include any packet switched features, functions or capabilities.
- 2.3 In new build (greenfield) areas, where ILEC has only deployed Fiber-To-The Premise (FTTP) facilities, ILEC is under no obligation to provide loops. FTTP facilities include fiber loops deployed to the minimum point of entry (MPOE) of a multiple dwelling unit (MDU) that is predominantly residential, regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.
 - 2.3.1 In FTTP overbuild situations where ILEC also has copper loops, ILEC will make those copper loops available to CLEC on an unbundled basis, until such time as ILEC chooses to retire those copper loops using the FCC's network disclosure requirements. In these cases, ILEC will offer a 64 Kbps voice grade channel over its FTTP facilities to the End User. The 64 Kbps voice grade unbundled channels will have the same traffic characteristics as the other voice grade channels delivered on the FTTP facility.
 - 2.3.2 Furthermore, in FTTP overbuild areas where ILEC has not yet retired copper facilities, ILEC is not obligated to ensure that such copper loops in that area are capable of transmitting signals prior to receiving a request for access to such loops by CLEC. If a request is received by ILEC for a copper loop, and the copper facilities have not yet been retired, ILEC will

restore the copper loop to serviceable condition if technically feasible. In these instances of loop orders in an FTTP overbuild area, ILEC's standard loop provisioning interval will apply if the loop is in serviceable condition. If the loop is not in serviceable condition, the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

- 2.4 CLEC may not purchase loops or convert Special Access circuits to loops if such loops will be used to provide wireless Telecommunications Services.
- 2.5 Where facilities are available, ILEC will install loops in compliance with the ILEC Interconnection Manual. For orders of fifteen (15) or more loops, the installation and any applicable order coordination as described below will be handled on a project basis, and the intervals will be set by the ILEC project manager for that order. When loops require a service inquiry prior to issuing the order to determine if facilities are available, the interval for the service inquiry process is separate from the installation interval.
- 2.6 ILEC will only provision, maintain and repair the Loops to the standards that are consistent with the type of loop ordered.
- 2.7 CLEC may order a loop to be tagged with the circuit ID and CLEC name. Rates for loop tagging are as set forth in the Pricing Attachment.
- 2.8 Loop Testing/Trouble Reporting. CLEC will be responsible for testing and isolating troubles on the loops. CLEC must test and isolate troubles to the ILEC facility and report the trouble to the ILEC Repair Center. Upon request from ILEC at the time of the trouble report, CLEC will be required to provide the results of the CLEC test which indicate a problem on the ILEC-provided Loop.
- 2.9 Once CLEC has isolated a trouble to the ILEC-provided loop, and has issued a trouble report to ILEC on the loop, ILEC will take the actions necessary to repair the loop if a trouble actually exists. ILEC will repair the loop in the same time frames that ILEC repairs similarly situated loops to its End Users. Upon request by CLEC, and when available, ILEC will provide estimated time to repair during service interruptions and corrective action taken after service has been restored to CLEC.
 - 2.9.1 If CLEC reports a trouble on a non-designed or designed loop and no trouble actually exists on ILEC's network, ILEC will charge CLEC for any dispatching and testing (both inside and outside the Central Office) required by ILEC in order to confirm the loop's working status. ILEC will assess the applicable maintenance of service rates from the applicable Tariff.
- 2.10 Loop Types

Subject to the conditions set forth in this Attachment and to the extent required by Applicable Law, ILEC shall allow CLEC to access loops unbundled from local switching and local transport, in accordance with the terms and conditions set forth in this Attachment. ILEC will determine the specific transmission technology by which the loop will be provided. The available loop types are as set forth below:

2.10.1 Analog Loops

Analog Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services within the analog voice frequency range of 300 to 3000 Hz. For the two-wire configuration, CLEC must specify the signaling option from among the following: repeat link start, link reverse battery, or ground start. For the four-wire configuration, CLEC must specify the signaling option. The actual loop facilities may utilize various technologies or combinations of technologies.

Unbundled voice loops may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. ILEC, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, ILEC will only ensure that the newly provided facility will support voice grade services.

2.10.2 Digital Loops

Digital compatible or qualified loops include 2-wire Basic Rate Interface ISDN compatible loop, 2-wire ADSL compatible loop, 2-wire HDSL compatible loop, 4-wire HDSL compatible loop and 4-wire Digital loop/DS0 64 Kbps, 56 Kbps and below compatible loops. Unbundled digital loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. ILEC will determine the specific transmission technology by which the loop will be provided. Such technologies are used singularly or in tandem in providing service.

2.10.2.1 2-wire ISDN digital compatible loops will be provisioned according to industry standards for 2-Wire Basic Rate Interface ISDN services.

- 2.10.2.2 2-wire ADSL-Compatible Loop. This is a designed 2-wire loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of loop length).
- 2.10.2.3 4-wire HDSL-Compatible Loop. This is a designed loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit.
- 2.10.2.4 4-wire Unbundled Digital/DS0 compatible Loop. These are designed 4-wire loops that may be configured as 64 Kbps, 56 Kbps, 19 Kbps, and other sub-rate speeds associated with digital data services.
- 2.10.2.5 DS1 Loop This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Agreement, DS1 Loops include 2-wire and 4-wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops.
- 2.10.2.6 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

2.11 Limitations of the provision of DS1 and DS3 Loop:

- 2.11.1 DS1 Loops are not available at any location within the service area of a Tier 1 Wire Center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators. Once the Parties agree, or the Commission determines through a dispute resolution proceeding, that a Wire Center exceeds both of these thresholds, no future unbundled DS1

Loop will be required in that Wire Center. None of the ILEC wire centers meet this criterion at this time.

- 2.11.2 ILEC shall not provide more than ten (10) unbundled DS1 Loops to CLEC at any single building in which DS1 Loops are available as unbundled Loops as described in Section 2.11.1. If CLEC exceeds the DS1 Loop Cap, CLEC will transition any DS1 Local Loops in excess of the DS1 Loop Cap to another service within 120 Days of notification by ILEC that such Cap has been exceeded.
- 2.11.3 If ILEC identifies Wire Centers that exceed the Tier 1 Wire Center threshold, ILEC will provide CLEC notice in accordance with the notice provisions of this Agreement. And upon agreement by CLEC that such Wire Center has met the non-impairment threshold, or a Commission determination through a dispute resolution procedure, CLEC shall not be able to order new DS1 Loops for the identified Wire Centers. Any DS1 Loops leased from ILEC on the date of the notice or upon the effective date of an order of the Commission in favor of ILEC's classification within such identified Wire Center shall be available for a 12-month period at a rate equal that is 115% of rate CLEC paid on the date of the notice. In the event the Parties are unable to agree as to the classification of the Wire Center, either Party may file a dispute with the Commission without undertaking the actions necessary under the Dispute Resolution provisions of this Agreement..
- 2.11.4 CLEC may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops as described in Section 2.11.3.
- 2.11.5 DS3 Loops are not available at any location within the service area of a Wire Center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators. Once the Parties agree, or the Commission makes a determination under a dispute resolution proceeding, that a Wire Center exceeds both of these thresholds, no future unbundled DS3 Loop will be required in that Wire Center. The ILEC has no Wire Centers that currently meet this criteria.
- 2.11.6 CLEC may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops as described in Section 2.11.3. If CLEC exceeds the DS3 Cap to a single building CLEC will transition any DS3 loops in excess of one to another service within 120 Days of notice by ILEC that the DS3 Loop Cap has been exceeded.
- 2.11.7 If ILEC Wire Centers subsequently exceeds the threshold, ILEC will provide CLEC notice in accordance with the notice provisions of this Agreement. Upon agreement by CLEC that such Wire Center(s) has met the non-impairment threshold, or a Commission determination through a

dispute resolution proceeding, the CLEC shall not be able to order new unbundled DS3 Loops for the identified Wire Centers. Any DS3 Loops leased from ILEC on the date of the notice or upon the issuance of a Commission Order resolving the dispute in favor of ILEC within such identified Wire Center shall be available for a 12-month period at a rate equal that is 115% of rate CLEC paid on the date of the notice. In the event the Parties are unable to agree as to the classification of the Wire Center, either Party may file a dispute with the Commission without undertaking the actions necessary under the Dispute Resolution provisions of this Agreement.

- 2.12 DS3 Loop requires a service inquiry in order to ascertain availability.
- 2.13 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies.
- 2.14 Once the Parties agree, or the Commission issues a decision finding, that a Wire Center exceeds both of the thresholds set forth in Sections 2.11.1, no future DS1 Loop unbundling will be required in that Wire Center
- 2.15 Once the Parties agree, or the Commission issues a decision finding, that a Wire Center exceeds both of the thresholds set forth in Sections 2.11.35, no future DS3 Loop unbundling will be required in that Wire Center.
- 2.16 CLEC will be responsible for testing and isolating troubles on the loops to the last point of access. Once CLEC has isolated a trouble to the ILEC-provided loop, CLEC will issue a trouble to ILEC on the loop. ILEC will take the actions necessary to repair the loop if a trouble actually exists. ILEC will repair these loops in the same time frames that ILEC repairs similarly situated loops to its Customers.

3.0 Dedicated Transport

- 3.1 ILEC shall provide CLEC with nondiscriminatory access to DS1 and DS3 Dedicated Transport on an unbundled basis, as set forth in this Agreement. A "route" is a transmission path between one of ILEC's Wire Center or switches and another of ILEC's Wire Centers or switches. A route between two points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") may pass through one or more intermediate Wire Centers or switches (e.g., Wire Center or switch "X"). Transmission paths between identical end points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate Wire Centers or switches, if any. ILEC shall not be required to provide to CLEC unbundled access to interoffice transmission facilities that do not connect a pair of wire centers or switches owned by ILEC (Entrance Facilities)

3.2 Limitations on DS1 and DS3 Dedicated Transport

- 3.2.1 DS1 Dedicated Transport are not available where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators. As such, ILEC will unbundle DS1 transport if a Wire Center at either end of a requested route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center.
- 3.2.2 CLEC may obtain a maximum of ten unbundled DS1 Dedicated Transport circuits on each route where there is no Section 251(c)(3) unbundling obligations for DS3 Dedicated Transport but for which impairment exists for DS1 Dedicated Transport. On a Route where unbundled DS3 Dedicated Transport is available pursuant to Section 251(c)(3), no cap applies to the number of unbundled DS1 Dedicated Transport circuits CLEC can obtain on each Route. If CLEC has more than ten DS1 Dedicated Transport circuits on a single route where there is no Section 251(c)(3) unbundling obligations for DS3 Dedicated Transport, CLEC will transition any DS1 Dedicated Transport circuits on a route in excess of ten to another service within 120 Days..
- 3.2.3 If ILEC identifies routes that exceed the threshold, ILEC will provide CLEC notice in accordance with the notice provisions of this Agreement. Upon agreement by CLEC that such Wire Centers meet the applicable non-impairment threshold, or a Commission determination through a dispute resolution proceeding, CLEC shall not be able to order new DS1 Dedicated Transport for the identified routes.. Any DS1 Dedicated Transport leased from ILEC on the date of the notice shall be available for a 12-month period at a rate equal that is 115% of rate CLEC paid on the date of the notice. In the event the Parties are unable to agree as to the classification of the Wire Center, either Party may file a dispute with the Commission without undertaking the actions necessary under the Dispute Resolution provisions of this Agreement..
- 3.2.4 DS3 Dedicated Transport are not available where both Wire Centers at the end points of the route are Tier 1 or Tier 2 classified Wire Centers as defined in this Agreement contain 24,000 or more Business Lines or three (3) or more fiber-based collocators. As such, ILEC will unbundle DS3 transport if a Wire Center on either end of a requested route is a Tier 3 Wire Center.
- 3.2.5 CLEC may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits or twelve (12) unbundled DS3 Dedicated Transport circuits, or their equivalent, on each route where the respective Dedicated Transport is available as a Network Element. If CLEC has more than twelve DS3 Dedicated Transport circuits on a route CLEC will transition any DS3 Dedicated Transport circuits on a route in excess of twelve to another service within 120 Days.

- 3.2.6 If ILEC identifies routes in addition to those listed on Exhibit A that exceed the threshold, ILEC will provide CLEC notice in accordance with the notice provisions of this Agreement. Upon agreement by CLEC that such Wire Centers have met the applicable non-impairment threshold standard, or a Commission determination through a dispute resolution proceeding, CLEC shall not be able to order new DS3 Dedicated Transport for the identified routes. Any DS3 Dedicated Transport leased from ILEC on the date of the notice or the date on which the Commission issues an Order resolving the Wire Center classification dispute, shall be available for a 12-month period at a rate equal that is 115% of rate CLEC paid on the date of the notice. In the event the Parties are unable to agree as to the classification of the Wire Center, either Party may file a dispute with the Commission without undertaking the actions necessary under the Dispute Resolution provisions of this Agreement.

3.3 Technical Requirements

- 3.3.1 ILEC shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.
- 3.3.2 ILEC shall offer the following interface transmission rates for Dedicated Transport:
- 3.3.2.1 DS0 Equivalent;
 - 3.3.2.2 DS1;and
 - 3.3.2.3 DS3;
- 3.3.3 ILEC shall design Dedicated Transport according to its network infrastructure. CLEC shall specify the termination points for Dedicated Transport.
- 3.3.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and ILEC Technical References;
- 3.3.5 Telcordia TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986

3.4 Multiplexing Language

- 3.4.1 Unbundled Channelization (Multiplexing)

- 3.4.1.1 To the extent CLEC is purchasing DS1 or DS3 or STS-1 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Network Elements to be multiplexed or channelized at a ILEC central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of ILEC. Once UC has been installed, CLEC may request channel activation on a channelized facility and ILEC shall connect the requested facilities via COCIs. The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.
- 3.4.1.2 ILEC shall make available the following channelization systems and interfaces:
- 3.4.1.3 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following COCI are available: Voice Grade, Digital Data and ISDN.
- 3.4.1.4 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

3.5 Technical Requirements.

- 3.5.1 In order to assure proper operation with ILEC provided central office multiplexing functionality, CLEC's channelization equipment must adhere strictly to form and protocol standards. CLEC must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.

4.0 Loop Conditioning

- 4.1 Subject to applicable and effective FCC rules and orders, ILEC shall condition loops, as requested by CLEC, whether or not ILEC offers advanced Services to the End User on that loop.
- 4.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline

Telecommunications Services, including xDSL Service. Such devices include, but are not limited to: bridge taps, low pass filters, and range extenders.

- 4.3 Standard copper loop design allows up to 6000 feet of bridgetap. CLEC may order removal of all or part of this bridgetap for a rate set in the Pricing Attachment.
- 4.4 ILEC will not modify a loop in such a way that it no longer meets the technical parameters of the original loop type (e.g., voice grade, ADSL, etc.) being ordered.

5. Loop Make-Up

- 5.1 ILEC shall make available to CLEC, a loop qualification service inquiry process that will provide a description of an available copper facility for a specified Customer location at no charge to CLEC. This information will allow CLEC to make a determination of the loop's capabilities to support the Service that CLEC intends to provide to the Customer. It will also allow CLEC to determine what type of loop conditioning activities, if any, may be needed by CLEC.
- 5.2 The information provided via this process includes: 1) the portion of the loop if Serviced by digital loop carrier, 2) cable lengths and gauges, 3) the presence and location of load coils, 4) the presence, location and length of bridge taps.
- 5.3 This process is available to CLEC based on the telephone number or specific address. Requests submitted based on telephone numbers will provide the loop make-up of the loop currently serving that telephone number. Requests submitted based on a specific address will contain a single loop make-up for an available copper loop if available at that Customer's location.

6.0 Integrated Digital Loop Carriers

- 6.1 Where CLEC has requested an Unbundled Loop and ILEC uses IDLC systems to provide the local service to the End User and ILEC has a suitable alternate facility available, ILEC will make such alternative facilities available to CLEC.

7.0 Network Interface Device (NID)

- 7.1 The NID is defined as any means of interconnection of end-user Customer premises wiring to ILEC's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's on-premises wiring. Each chamber, or division, contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID

provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

- 7.2 ILEC shall permit CLEC to connect CLEC's loop facilities to on-premises wiring through the ILEC NID or at any other technically feasible point.
- 7.3 In no case shall either Party remove or disconnect the other party's loop facilities from either party's NIDs, enclosures, or protectors, apart from state regulatory requirement, without providing prior notice to the other Party, and without appropriately capping off and guarding the other Party's loop. In such cases, it shall be the responsibility of the disconnecting party to properly ground the other party's loop, ensure there is a not safety hazard, maintain the NID, and assume full liability for its action and any adverse consequences. CLEC will hold ILEC harmless for any liability associated with the removal of the ILEC loop from the ILEC NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.
- 7.4 In no case shall either Party remove or disconnect ground wires from ILEC's NIDs, enclosures, or protectors.
- 7.5 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from ILEC's NID enclosures.
- 7.6 Existing ILEC NIDs will be operational and provided in an "as is" condition. CLEC may request ILEC to do additional work to the NID on a time and material basis. When CLEC deploys its own local loops in a multiple-line termination device, CLEC shall specify the quantity of NID connections that it requires within such device.

8. Availability of Other UNEs on an Unbundled Basis

- 8.1 Any request by CLEC for access to a ILEC network element that is not already available and that ILEC is required by Applicable Law to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to this section.
- 8.2 Notwithstanding anything to the contrary in this section, a Party shall not be required to provide a proprietary network element to the other Party under this section except as required by Applicable Law.
- 8.3 Bona Fide Request (BFR)

- 8.3.1 ILEC shall, upon request of CLEC, provide to CLEC access to its network elements at any technically feasible point for the provision of CLEC's Telecommunications Service where such access is necessary and failure to provide access would impair the ability of CLEC to provide Services that it seeks to offer. Any request by CLEC for access to a network element, for the provisioning of any Service or product that is not already available shall be treated as a BFR, and shall be submitted to ILEC pursuant to the BFR process set forth following.
- 8.3.2 A BFR shall be submitted in writing to ILEC by CLEC and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that ILEC has sufficient information to analyze and prepare a response.
- 8.3.3 Within ten (10) calendar days of its receipt, ILEC shall acknowledge receipt of the BFR.
- 8.3.4 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a BFR, ILEC shall provide to CLEC a preliminary analysis of such BFR. If applicable, the preliminary analysis shall confirm whether the receiving Party will offer access to the UNE, including whether it is technically or operationally feasible.
- 8.3.5 Upon receipt of the preliminary analysis, CLEC shall, within thirty (30) calendar days, notify ILEC, in writing, of its intent to proceed or not to proceed.
- 8.3.6 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to proceed with developing the BFR, ILEC shall provide to CLEC a BFR Quote which will include, at a minimum, a description of each Service, the availability, the applicable rates and the installation intervals.
- 8.3.7 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either confirm, in writing, its order for the BFR pursuant to the BFR Quote or if a disagreement arises, seek resolution of the dispute under the Dispute Resolution procedures in this Agreement.

9. Ordering

- 9.1 UNEs shall be ordered on LSR's according to the Interconnection Manual.
- 9.2 Coordinated Orders
 - 9.2.1 For Coordinated Hot Cuts (CHC), CLEC may request a desired due date and time. These will be considered coordinated orders. CLEC must indicate a request for CHC on the LSR request form to request a

coordinated order. Charges for CHCs are listed in Appendix A. ILEC offers two types of coordination:

- 9.2.1.1 Any Time: Order to be worked anytime during the day on the due date but ILEC must notify CLEC when completed.
- 9.2.1.2 Specific Time: Order is to be worked at a specific time on the due date.

9.3.1 If coordination is requested, CLEC will be required to call ILEC forty-eight (48) hours prior to the requested coordination date and time. This call is to confirm or reschedule the date and/or time. ILEC reserves the right to change the date and time if other demands require such a change. If ILEC does change the due date, due to no fault of CLEC, only one coordination charge will apply. Every reasonable attempt will be made to commit to the requested date and/or time. Prior to the 48-hour Coordination Call, ILEC will confirm with the various work groups involved with the coordination, as to their ability to complete the work on the desired date and/or time. If no call is received from CLEC, it will be assumed that CLEC is not ready and the order will not be completed on the requested due date and time. If CLEC does not contact ILEC with 48 hours from the original due date to reschedule, the order will be canceled.

9.3.2 Late Notification Changes - Due Date Coordination

ILEC will proceed with the conversion based on the agreement at the 48-Hour Call. Policy for late notification of changes in due date and/or coordination time is as follows:

- a) If either Party's personnel have to wait more than 15 minutes for the other Party's personnel to join the scheduled call for the CHC, then the late Party shall be responsible to reimburse the on-time Party for all personnel costs incurred. The time will be calculated, in half hour increments, with the times being multiplied by the loaded hourly compensation rate for each person involved in the call.
- b) If either Party contacts the other Party to reschedule the CHC call less than 48-Hours from the scheduled CHC call time, the Party calling to reschedule will be responsible to reimburse the other Party for all cost incurred to date on the CHC order.
- c) Once the scheduled call is underway, and personnel from both CLEC and ILEC are present on the call, should either Party incur a problem that would delay the conversion delaying Party will be given reasonable time (20 minutes or less) to cure the problem. However, any delay longer than 20 minutes will result in the non-delaying Party charging the delaying Party for personnel costs incurred. The charge will be calculated based on the delay time, in half hour increments,

times the loaded hourly compensation rate for each person involved in the call.

10. Project Managed Orders

- 10.1 Upon CLEC' request, ILEC and CLEC each will assign a project manager for complex order requests. CLEC and ILEC will work cooperatively to develop timelines to complete requested orders that fall under Project Managed Orders.
- 10.2 Complex orders can include, but are not limited to the following: porting of DID numbers or a coordinated cutover of five or more lines on the same ILEC End User subscriber account. Any Complex order shall constitute a Project Managed Order.
- 10.3 Upon a written notification from CLEC that a Project-Managed Order will be generated, ILEC will provide a project ID number to be used in the PON field of the LSR.

11. Maintenance of UNEs

- 11.1 If (a) CLEC reports to ILEC a Customer trouble, (b) CLEC requests a dispatch, (c) ILEC dispatches a technician, and (d) such trouble was not caused by ILEC's facilities or equipment in whole or in part, then CLEC shall pay ILEC a charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact or other customer authorized employee as designated by CLEC is not available at the appointed time. CLEC accepts responsibility for initial trouble isolation and providing ILEC with appropriate dispatch information based on its test results. ILEC agrees to respond to CLEC trouble reports on a non-discriminatory basis consistent with the manner in which it provides Service to its own retail Customers or to any other similarly situated Telecommunications Carrier. Charges erroneously dispatched time will be billed based on applicable Tariff rates.
- 11.2 Under certain circumstances ILEC shall be allowed to perform emergency maintenance to CLEC UNEs that could cause an interruption of service to CLEC End Users without prior written notification.

12. Routine Network Modification

- 12.1 ILEC will perform Routine Network Modification (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(8) and (e)(5) for Loops and Dedicated Transport provided under this Attachment.

13. Rates and Charges

- 13.1 The rates and charges for the foregoing UNEs and other Services shall be as set forth in the Pricing Attachment

Collocation Attachment

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COLLOCATION

1. Scope of Attachment

1.1 Scope of Attachment.

The rates, terms, and conditions contained within this Attachment shall only apply when CLEC is occupying the Collocation within a Premises, as defined in 47 C.F.R 51.5, location pursuant to Section 4.

All the negotiated rates, terms and conditions set forth in this Attachment pertains to collocation and the provisioning of Collocation Space.

1.2 Right to Occupy

ILEC shall offer to CLEC collocation at rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission (FCC). Subject to Section 4 of this Attachment, ILEC hereby grants to CLEC a right to occupy that certain area designated by ILEC within a ILEC Premises, of a size which is specified by CLEC and agreed to by ILEC (hereinafter "Collocation Space"). Notwithstanding the foregoing, ILEC shall consider in its designation for cageless collocation any unused space within the ILEC Premises. The size specified by CLEC may contemplate a request for space sufficient to accommodate CLEC's growth within a two-year period.

1.2.1 Space Reclamation

In the event of space exhaust within a Central Office Premises, ILEC may include in its documentation for the Petition for Waiver filing any unused space in the Central Office Premises. CLEC will be responsible for any justification of unused space within its space, if such justification is required by the Commission.

1.3 Use of Space

CLEC shall use the Collocation Space for the purposes of installing, maintaining and operating CLEC's equipment (to include testing and monitoring equipment) used to interconnect with ILEC services and facilities, including access to unbundled network elements or special access facilities, for the provision of Telecommunications Services. Pursuant to Section 5 following, CLEC may at its option, place CLEC-owned fiber entrance facilities to the Collocation Space.

1.4 Rates and Charges

CLEC agrees to pay the rates and charges identified in the Pricing Attachment attached hereto.

2. Space Notification

2.1 Availability of Space

Upon submission of an application pursuant to Section 6, ILEC will permit CLEC to physically collocate, pursuant to the terms of this Attachment, at any ILEC Premises, unless ILEC has determined that there is no space available due to space limitations or that Physical Collocation is not practical for technical reasons. ILEC will respond to an application within ten (10) calendar days as to whether space is available or not available within a ILEC Premises. If the amount of space requested is not available, ILEC will notify CLEC of the amount of space that is available.

2.2 Denial of Application

After notifying CLEC that ILEC has no available space in the requested Premises ("Denial of Application"), ILEC will allow CLEC, upon request, to tour the entire Premises within ten (10) Business Days of such Denial of Application. In order to schedule said tour within ten (10) Business Days, the request for a tour of the Premises must be received by ILEC within five (5) Business Days of the Denial of Application.

2.3 Filing of Petition for Waiver

Upon Denial of Application ILEC will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c) (6).

2.4 Public Notification

ILEC will maintain on its website a notification document that will indicate all Central Offices that are without available space. ILEC shall update such document within ten (10) calendar days of the Denial of Application date. ILEC will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.

2.5 State Agency Procedures

Notwithstanding the foregoing, should any applicable state regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all applications submitted for the first time after the Effective Date thereof.

3. Collocation Options

3.1 General

Except where Physical Collocation as defined in 47 C.F.R. §51.5 is not practical for technical reasons or because of space limitations, ILEC will provide Physical Collocation to CLEC for the purpose of interconnecting with ILEC's network or for obtaining access to ILEC's unbundled network elements pursuant to 47 U.S.C. 251(c). Collocation shall be provided on a non-discriminatory basis, on a "first-come, first served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. 251(c) (6), and applicable FCC rules thereunder.

3.2 Cageless

In accordance and compliance with local building code, ILEC shall allow CLEC to collocate CLEC's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. ILEC shall allow CLEC to have direct access to its equipment and facilities but may require CLEC to use a central entrance to the ILEC Premises. ILEC shall make Cageless Collocation as defined in 47 C.F.R. §51.323 (k) (2) available in single bay increments pursuant to Section 7. Except where CLEC's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), ILEC shall assign Cageless Collocation space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, CLEC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Sections 5.1.1 and 6. following.

3.3 Caged Arrangement Enclosures

At CLEC's option and upon request, ILEC shall construct enclosures in compliance with CLEC's collocation request and in accordance and compliance with local building codes. At CLEC's request, ILEC shall permit CLEC to subcontract the construction of Physical Collocation arrangements with a contractor certified by ILEC ("ILEC Certified Contractor"), provided however, that ILEC shall not unreasonably withhold approval of contractors.

3.3.1 When CLEC subcontracts the construction, CLEC must arrange with a ILEC Certified Contractor to construct a collocation arrangement enclosure in accordance with ILEC's guidelines and specifications and at CLEC's sole expense. ILEC will provide

guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than ILEC's standard enclosure specification, CLEC and CLEC's ILEC Certified Contractor must comply with local building code requirements. CLEC's ILEC Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. ILEC shall cooperate with CLEC and provide, at CLEC's expense, the documentation, including architectural drawings, necessary for CLEC to obtain the zoning, permits and/or other licenses. ILEC shall pass on to CLEC the costs of providing the documentation. The ILEC Certified Contractor shall bill CLEC directly for all work performed for CLEC pursuant to this Attachment and ILEC shall have no liability for nor responsibility to pay such charges imposed by the ILEC Certified Contractor. CLEC must provide the local ILEC building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, ILEC will not access CLEC's locked enclosure prior to notifying CLEC.

- 3.3.2 ILEC has the right to review CLEC's plans and specifications prior to allowing construction to start. ILEC has the right to inspect the enclosure after construction to make sure it is designed and constructed according to ILEC's guidelines and specifications and to require CLEC to remove or correct at CLEC's cost any structure that does not meet these standards.

- 3.4 CLEC may allow other Telecommunications Carriers to share its caged collocation arrangement pursuant to terms and conditions agreed to by CLEC ("Host") and other Telecommunications Carriers ("Guests"). CLEC will notify ILEC in writing upon execution of any Agreement between the Host and its Guest within twelve (12) calendar days of its execution. Further, such notice shall include the name of the Guest(s) and their term of Agreement, and shall contain a certification by CLEC that said Agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Agreement.

- 3.4.1 As Host, CLEC will be the sole interface and responsible Party to ILEC for the purpose of submitting applications for initial and additional equipment placements of Guest (to the extent required under other sections of this Agreement); for assessment and payment of rates and charges applicable to the collocations space; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. In making shared cage arrangements, ILEC will not increase the cost of site preparation or nonrecurring charges above the cost of provisioning a similar caged arrangement to CLEC.

3.4.2 ILEC will not place unreasonable restrictions on CLEC's use of a cage, and as such will allow CLEC to contract with other CLECs to share the cage in a sublease type arrangement. If two (2) or more CLECs that have interconnection Agreements with ILEC utilize a shared collocation cage, ILEC will permit each CLEC to order UNEs and provision service from the shared collocation space, regardless of which CLEC was the original collocator.

3.4.3 If Host terminates a collocation arrangement, Host will provide Guest thirty (30) Days notice. Guest will assume all obligations and rights of Host as to that collocation arrangement if Guest remains in the collocation space, including payment of all charges.

3.5 Virtual Collocation

3.5.1 Upon request, ILEC shall provide CLEC Virtual Collocation as defined in 47 C.F.R. §51.5 in any unused space. If CLEC wishes to Virtually Collocate a bay other than a standard bay, it must request such Virtual Collocation via an Individual Case Basis (ICB). CLEC shall not have physical access to its Virtually Collocated equipment and must, at its expense, electronically monitor and control its Virtually Collocated equipment. ILEC shall, subject to CLEC's payment of the applicable rates, fees and charges, be responsible for installing, maintaining and repairing CLEC's equipment. CLEC cannot convert its Virtually Collocated equipment "in-place" to a method of Physical Collocation available herein (e.g., no "in-place" conversion of Virtual Collocation to Cageless Collocation). In addition to the rates set forth in the Pricing Attachment, if ILEC must locate CLEC's Virtual Collocation bays in its switch line-up, CLEC shall also be responsible for any extraordinary reasonable, actual and documented costs necessary to condition such space, provided the extraordinary costs are identified and submitted to CLEC with ILEC's comprehensive written response 30-days after submitting a complete virtual collocation application.

3.5.2 ILEC shall deliver to CLEC the requested space on or before the later of (i) 90 calendar days from ILEC's receipt of CLEC's Collocation Order for Virtual Collocation and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for ILEC to deliver to CLEC such space within 90 calendar days and ILEC notified CLEC of this fact within ten (10) Business Days after the initial walk-through.

- 3.5.3 ILEC shall coordinate, on a case by case basis, the installation of the Virtual Collocation equipment with CLEC based on availability and equipment delivery intervals.
 - 3.5.4 ILEC shall install applicable cross-connects as directed by CLEC, at the rates provided in the Pricing Appendix.
 - 3.5.5 During construction, ILEC shall allow periodic inspections of the Virtual Collocation space where CLEC equipment is located..
 - 3.5.6 ILEC shall ensure that all applicable alarm systems (e.g., power) that support CLEC equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified.
 - 3.5.7 CLEC will be responsible for the payment of charges incurred in the maintenance and/or repair of CLEC's virtually collocated equipment.
- 3.6 Interconnection Arrangement
- 3.5.1 ILEC shall provide, at the request of CLEC, the connection between CLEC's optional Point of Termination (POT) frame or equipment bay and the ILEC network. CLEC cannot provide the connection. CLEC will not be permitted access to the ILEC Main Distribution Frame (MDF) or intermediate distribution frame. If regeneration equipment is required, for any reason, it will be at CLEC's expense. Interconnection Arrangements options are as follows: DS0 Arrangement, DS1 Arrangement, DS3 Arrangement and Fiber Arrangement.

4. Occupancy

4.1 Occupancy

ILEC will notify CLEC in writing that the Collocation Space is ready for occupancy at which time monthly billing will commence. CLEC must notify ILEC in writing that collocation equipment installation is complete and is operational with ILEC's network. ILEC may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, CLEC's telecommunications equipment will be deemed operational when cross-connected to ILEC's network for the purpose of service provisioning.

4.2 Termination

Except where otherwise agreed to by the Parties, CLEC may terminate occupancy in a particular Collocation Space upon thirty (30) Business Days prior written notice to ILEC. Upon termination of such occupancy, CLEC at its expense shall remove its equipment and other property from the Collocation Space. CLEC shall have thirty (30) Business Days from the termination date to complete such removal, provided, however, that CLEC shall continue payment of monthly fees to ILEC until such date as CLEC has fully vacated the Collocation Space. Should CLEC fail to vacate the Collocation Space within thirty (30) Business Days from the termination date, ILEC shall have the right to remove the equipment and other property of CLEC at CLEC's expense and with no liability for damage or injury to CLEC property unless caused by the gross negligence, willful misconduct or intentional acts of ILEC. Upon expiration of this Attachment with respect to a Collocation Space, CLEC shall surrender such Collocation Space to ILEC in the same condition as when first occupied by CLEC except for ordinary wear and tear, casualty or other damage caused other than by CLEC or their contractors or Agents unless, otherwise agreed to by the Parties.

5. Use of Collocation Space

5.1 Equipment Type

ILEC permits the collocation of equipment used for interconnection to ILEC's network or for access to unbundled network elements and special access facilities in the provision of Telecommunications Services. Such equipment used for interconnection and access to unbundled network elements includes, but is not limited to, optical terminating equipment and multiplexers, and digital subscriber line access multiplexers (DSLAM). Nothing in this section requires ILEC to permit collocation of equipment used solely for switching (e.g. 5ESS, DMS 100, etc.) or solely to provide enhanced services; provided, however, that ILEC may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to this section.

- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards, provided these standards are no more stringent than those used by ILEC for its own equipment.

- 5.1.2 CLEC shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises. CLEC shall limit the amount of space utilized in a caged arrangement for storage cabinets and work surfaces.
- 5.1.3 CLEC may place a plaque or other identification affixed to CLEC's equipment necessary to identify CLEC's equipment and CLEC will provide a list of emergency contacts with telephone numbers to ILEC.

5.2 Co-Carrier Cross Connection

- 5.2.1 Co-carrier cross-connects ("CCXCs") are connections between CLEC and another collocated Telecommunications Carrier other than ILEC, and are only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same ILEC premises, provided that the collocated equipment is also used for interconnection with ILEC and/or for access to ILEC's unbundled network elements. ILEC shall provide such CCXCs from CLEC's collocation arrangement to the collocation arrangement of another Telecommunications Carrier in the same ILEC premises under the terms and conditions of this Agreement. CCXC is provided at the same transmission level from CLEC to another Telecommunications Carrier.
- 5.2.2 ILEC will provide such CCXCs for non-adjacent collocation arrangements at the expense of CLEC per CLEC's request. ILEC will provide connections between CLEC's own non-adjacent virtual and/or physical collocation arrangements within the same central office at the expense of CLEC and provisioned per CLEC's order.
- 5.2.3 ILEC, at its sole discretion, shall permit CLEC to self-provision CCXCs to interconnect its network with that of another adjacently collocated Telecommunications Carrier in the same ILEC premises without application.
- 5.2.4 In those cases where CLEC's virtual and/or physical collocation space is adjacent in the central office, CLEC may have the option, at ILEC's sole discretion, of using CLEC's own technicians to deploy direct connections ("DCs") using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure according to ILEC's technical and safety standards.

5.2.5 The term “Adjacent” in this Section refers to collocation arrangements in the same premises that have a common border; and is not referring to the form of physical adjacent space collocation as described in 47 C.F.R. 51.323(k)(3).

5.3 ILEC Equipment Access

CLEC shall not have access to ILEC’s Main Distribution Frame or intermediate distribution Frame, DSXs, DCS, or any other ILEC equipment or facilities not specifically designated by ILEC for CLEC access.

5.4 Entrance Facilities

CLEC may elect to place CLEC-owned or CLEC-leased fiber entrance facilities into the Collocation Space. ILEC will designate the point of entrance in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. CLEC will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. CLEC will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to CLEC’s equipment in the Collocation Space. CLEC must contact ILEC for instructions prior to placing the Entrance Facility cable in the manhole. CLEC is responsible for maintenance of the entrance facilities.

5.5 Demarcation Point

ILEC will designate the demarcation point between CLEC’s equipment and/or network and ILEC’s network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to ILEC’s network, the demarcation point shall be a common block on the ILEC designated distributing frame. CLEC shall be responsible for providing, and a supplier certified by ILEC (“CLEC’s ILEC Certified Supplier”) shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling. For all other terminations ILEC shall designate a demarcation point on a per arrangement basis. CLEC or its Agent must perform all required maintenance to equipment/facilities on its side of the demarcation point. At CLEC’s option and expense, a Point of Termination (POT) bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. CLEC must make arrangements with a ILEC Certified Supplier for such placement.

5.6 CLEC’s Equipment and Facilities

CLEC, or if required by this Attachment, CLEC's ILEC Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by CLEC. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections.

5.7 ILEC's Access to Collocation Space

From time to time, ILEC may require access to the Collocation Space. ILEC retains the right to access such space for the purpose of making ILEC equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). ILEC will give reasonable notice to CLEC when access to the Collocation Space is required. CLEC may elect to be present whenever ILEC performs work in the Collocation Space. The Parties agree that CLEC will not bear any of the expense associated with this work.

5.8 Access

Pursuant to Section 12, CLEC shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. CLEC agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or Agents of CLEC provided with a maximum of five (5) access keys or cards ("Access Keys") per collocation site prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. CLEC agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of CLEC employees, contractors, or Agents after termination of the employment relationship, contractual obligation with CLEC or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

5.8.1 Lost or Stolen Access Keys

CLEC shall notify ILEC in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for ILEC to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), CLEC shall pay for all reasonable, actual and documented costs associated with the re-keying or deactivating the card.

5.9 Interference or Impairment

Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space shall not interfere with or impair Services provided by ILEC or by any other interconnector located in the Premises; shall not endanger or damage the facilities of ILEC or of any

other interconnector, the Collocation Space, or the Premises; shall not compromise the privacy of any communications carried in, from, or through the Premises; and shall not create an unreasonable risk of injury or death to any individual or to the public. If ILEC reasonably determines that any equipment or facilities of CLEC violates the provisions of this paragraph, ILEC shall give written notice to CLEC, which notice shall direct CLEC to cure the violation within forty-eight (48) hours of CLEC's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. If CLEC fails to take curative action as provided above within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the Services provided by ILEC or any other interconnector, then and only in that event ILEC may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to CLEC's equipment after first providing CLEC with 24 hours written notice, except in the case of an emergency. ILEC shall have no liability to CLEC for any damages arising from such action, except to the extent of the gross negligence, intentional acts, or willful misconduct of ILEC.

5.10 Personal Property and its Removal

Subject to the requirements of this Attachment, CLEC may place or install in or on the Collocation Space such facilities and equipment, including limited storage for spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, does not violate floor loading requirements, nor imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by CLEC in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by CLEC at any time. Any damage caused to the Collocation Space by CLEC's employees, Agents or representatives during the removal of such property shall be promptly repaired by CLEC at its expense.

5.11 Alterations

In no case shall CLEC, or any person acting on behalf of CLEC, make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the ILEC Premises

without the written consent of ILEC. The cost of any such specialized alterations shall be paid by CLEC. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and Subsequent Application Fee, pursuant to provisions in Ordering and Preparation of Collocation Space section of this document.

5.12 Janitorial Service

CLEC shall be responsible for the general upkeep and cleaning of the Collocation Space and shall arrange directly with a ILEC Certified Contractor for janitorial services. ILEC shall provide a list of such contractors on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

6.1 Application for Space

CLEC shall submit an application document as described in the ILEC Operations Manual when CLEC desires to request or modify the use of the Collocation Space.

6.1.1 Initial Application

For CLEC initial equipment placement, CLEC shall submit to ILEC a Collocation Application ("Application"), together with payment of the Application Fee as stated in the Pricing Attachment. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in CLEC's Collocation Space(s) and an estimate of the amount of square footage required.

6.1.2 Subsequent Application Fee

In the event CLEC desires to modify the use of the Collocation Space, CLEC shall complete an Application document detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in the Pricing Attachment. Said minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. ILEC shall determine what modifications, if any, to the Premises are required to accommodate the change requested by CLEC in the Application. Such necessary modifications to the Premises may include but are not limited to,

floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by CLEC for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the subsequent Application does not require assessment for provisioning or construction work by ILEC, no Subsequent Application Fee will be required and the pre-paid Subsequent Application fee shall be refunded to CLEC. The fee for an Application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by ILEC) shall be the Subsequent Application Fee as set forth in the Pricing Attachment. If the modification requires capital expenditure assessment, a fee ranging from the minimum Subsequent Application Fee up to the full Initial Application Fee. In the event such modifications require the assessment of a full Application Fee as set forth in the Pricing Attachment, the outstanding balance shall be due by CLEC within thirty (30) calendar days following CLEC's receipt of a bill or invoice from ILEC.

6.2 Application Response

In addition to the notice of space availability pursuant to Section 2.1, ILEC will respond within ten (10) calendar days of receipt of an Application stating whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. An Application is considered Bona Fide when it is accurate and complete. When space has been determined to be available, ILEC will provide a comprehensive written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include the configuration of the space, the Cable Installation Fee, and the estimated Space Preparation Fee, as described in the Pricing Attachment section of the document. When multiple applications are submitted within a fifteen (15) calendar day window, ILEC will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.3 Application Modifications

If a modification or revision is made to any information of a Bona Fide Application for Physical Collocation, either at the request of CLEC or necessitated by technical considerations, ILEC will respond to the Bona Fide Application within thirty (30) calendar days after ILEC receives such application or at such other date as the Parties agree. If, at any time, ILEC needs to reevaluate CLEC's Bona Fide Application as a result of changes requested by CLEC to CLEC's original application, then ILEC will charge CLEC a fee based upon the additional actual and documented engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require CLEC to resubmit the application with an Application Fee.

6.4 Bona Fide Firm Order

CLEC shall indicate its intent to proceed with equipment installation in a ILEC Premises by submitting a Bona Fide Firm Order to ILEC. A Bona Fide Firm Order requires CLEC to complete the Application/Inquiry process described in Application of Space in this Attachment, and submit the Collocation Firm Order document indicating acceptance of the Application Response provided by ILEC ("Bona Fide Firm Order") and all appropriate fees, as set forth in Section 7. The Bona Fide Firm Order must be received by ILEC no later than thirty (30) calendar days after ILEC's Application Response to CLEC's Bona Fide Application or the Application will expire.

6.4.1 ILEC will establish a firm order date based upon the date ILEC is in receipt of a Bona Fide Firm Order. ILEC will acknowledge the receipt of CLEC's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A ILEC response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order after receipt of the Firm Order Confirmation.

6.4.2 Space preparation for the Collocation Space will not begin until ILEC receives the Bona Fide Firm Order and all applicable fees.

6.4.3 CLEC must submit to ILEC the completed Access Control Request Form for all employees or Agents requiring access to the ILEC Premises a minimum of thirty (30) calendar days prior to the date CLEC desires access to the Collocation Space.

6.5 Construction and Provisioning Interval

ILEC will negotiate construction and provisioning intervals on an individual case basis. Under ordinary conditions, excluding the time

interval required to secure the appropriate government licenses and permits, ILEC will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of one hundred and twenty (120) calendar days from receipt of a Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Under extraordinary conditions, excluding the time interval required to secure the appropriate government licenses and permits, ILEC will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within one hundred and eighty (180) calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include, but are not limited to, major ILEC equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for Americans with Disabilities Act compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

6.5.1 Joint Planning Meeting

Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between ILEC and CLEC will commence within a maximum of ten (10) calendar days from ILEC's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to CLEC during the joint planning meeting or as soon as possible thereafter. ILEC will complete all design work following the joint planning meeting.

6.5.2 Permits

Each Party or its Agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its Agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

6.5.3 Acceptance Walk Through

CLEC and ILEC will complete an acceptance walk through of each Collocation Space requested from ILEC by CLEC. ILEC will correct any deviations to CLEC's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time

frame. CLEC will acknowledge that it has inspected the Collocation Space and found the Collocation Space to be in a condition satisfactory to CLEC for its intended use.

6.6 Use of ILEC Certified Supplier

CLEC shall select a Supplier which has been approved as a ILEC Certified Supplier to perform all engineering and installation work required in the Collocation Space. The ILEC Certified Supplier(s) shall be responsible for installing CLEC's equipment and components, extending power cabling to the ILEC power distribution frame, performing operational tests after installation is complete, and notifying ILEC's equipment engineers and CLEC upon successful completion of installation. The ILEC Certified Supplier shall bill CLEC directly for all work performed for CLEC pursuant to this Attachment and ILEC shall have no liability for nor responsibility to pay such charges imposed by the CLEC selected ILEC Certified Supplier. ILEC shall consider certifying CLEC or any supplier proposed by CLEC.

6.7 Alarm and Monitoring

ILEC shall place environmental alarms in the Premises for the protection of ILEC equipment and facilities. CLEC shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service CLEC's Collocation Space. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party. The Parties agree to utilize and adhere to the OSHA statement in this Attachment.

6.8 Basic Telephone Service

Upon request of CLEC, ILEC will provide basic telephone services to the Collocation Space under the rates, terms and conditions of the current Tariff offering for the services requested.

6.9 Space Preparation

ILEC shall pro rate the costs of any renovation or upgrade to Premises space or support mechanisms that are required to accommodate Physical Collocation. CLEC's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by CLEC divided by the total Premises square footage receiving renovation or upgrade. For this section, support mechanisms provided by ILEC may include, but not be limited to, HVAC equipment, HVAC duct work, fire wall(s), mechanical upgrade, asbestos abatement, or ground plane addition. Such renovation or upgrade will be evaluated and the charges assessed on a per Premises basis.

6.10 Cancellation

If, at anytime, CLEC cancels its order for the Collocation Space(s), CLEC will reimburse ILEC for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount CLEC would have otherwise paid for work undertaken by ILEC if no cancellation of the order had occurred.

6.11 Licenses

CLEC, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of Telecommunications Services to the public or to occupy the Collocation Space.

7. RATES AND CHARGES

7.1 Non-recurring Fees

In addition to the Application Fee referenced in Section 6, preceding, CLEC shall remit payment of a Cable Installation Fee and one-half (1/2) of the estimated Space Preparation Fee, as applicable, coincident with submission of a Bona Fide Firm Order. The estimated Space Preparation Fee and the Cable Installation Fee shall be included in the Application Response. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) calendar days following CLEC's receipt of a bill or invoice from ILEC. Once the installation of the initial equipment arrangement is complete, a Subsequent Application Fee may apply as described in Section 6.1.2 if CLEC requests a modification to the arrangement.

7.2 Cable Installation

Cable Installation Fee(s) are assessed per entrance fiber placed.

7.3 Floor Space

The floor space charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include amperage necessary to power CLEC's equipment. When the Collocation Space is enclosed, CLEC shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, CLEC shall pay floor space charges

based upon the following floor space calculation: $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$. For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. ILEC will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event CLEC's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, CLEC shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which ILEC releases the Collocation Space for occupancy or on the date CLEC first occupies the Collocation Space, whichever is sooner.

7.4 Power

ILEC shall make available -48 Volt (-48V) DC power for CLEC's Collocation Space.

7.4.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to CLEC's equipment or space enclosure. CLEC's ILEC Certified Supplier must also provide a copy of the engineering power specification prior to the Occupancy Date.

7.4.2 The non-recurring construction charge for construction of additional DC power plant or upgrade of the existing DC power plant in a Premises as a result of CLEC's request to collocate in that Premises ("Power Plant Construction"), will be assessed per the nominal -48V DC ampere requirements specified by CLEC on the Physical Collocation application. ILEC reserves the right to monitor actual usage to verify accuracy of CLEC's power requirements. CLEC shall pay its pro-rated share of costs associated with the Power Plant Construction, including but not limited to, standby AC plant elements, DC power plant elements. ILEC shall comply with all Telcordia and ANSI Standards regarding power cabling, including Network Equipment Building System (NEBS) Standard GR-63-CORE. The costs of Power Plant Construction shall be pro-rated and shared among all who benefit from that construction. CLEC shall pay ILEC one-half of its prorated share of the estimated Power Plant Construction costs prior to commencement of the work. CLEC shall pay ILEC the balance due (actual cost less one-half of the estimated cost) upon completion of the Power Plant Construction.

8. Insurance

- 8.1 CLEC shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this section and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of not less than A-.
- 8.2 CLEC shall maintain the following specific coverage:
 - 8.2.1 Commercial General Liability coverage in the amount of five million dollars (\$5,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than five million dollars (\$5,000,000.00). ILEC shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
 - 8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
 - 8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of CLEC's real and personal property situated on or within ILEC's Central Office location(s).
 - 8.2.4 CLEC may elect to purchase business interruption and contingent business interruption insurance, having been advised that ILEC assumes no liability for loss of profit or revenues should an interruption of any Services occurs.
- 8.3 The limits set forth in Section 8.2 above may be increased by ILEC from time to time during the term of this Attachment upon thirty (30) calendar day notice to CLEC to at least such minimum limits as shall then be customary with respect to comparable occupancy of ILEC structures.
- 8.4 All policies purchased by CLEC shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by ILEC. All insurance must be in effect on or before the date equipment is delivered to ILEC's Premises and shall remain in effect for the term of this Attachment or until all CLEC's property has been removed from ILEC's Premises, whichever period is longer. If CLEC fails to maintain required coverage, ILEC may pay the premiums thereon and seek reimbursement of same from CLEC.
- 8.5 CLEC shall submit certificates of insurance reflecting the coverage required pursuant to this section a minimum of ten (10) calendar days prior to the commencement of any work in the Collocation Space. Failure

to meet this interval may result in construction and equipment installation delays. CLEC shall arrange for ILEC to receive thirty (30) calendar days' advance notice of cancellation from CLEC's insurance company. CLEC shall forward a certificate of insurance and notice of cancellation/non-renewal to ILEC at the following address:

Bluffton Telephone Company
856 William Hilton Parkway
Hilton Head Island, SC 29938.
Attention: Bob Labonte

- 8.6 CLEC must conform to recommendations made by ILEC's fire insurance company to the extent ILEC has agreed to, or shall hereafter agree to, such recommendations.
- 8.7 The insurance requirements set forth in this section may be increased by ILEC from time to time during the term of this Attachment upon thirty (30) days' notice to CLEC to at least such minimum limits as shall then be customary with respect to comparable occupancy of ILEC structures.
- 8.8 Failure to comply with the provisions of this section will be deemed a material breach of this Attachment.

9. Mechanics Liens

- 9.1 If any mechanics lien or other liens shall be filed against property of either Party (ILEC or CLEC), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) Business Days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law, provided, however that the lien may be contested in any appropriate forum pursuant to Applicable Laws. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay actual costs, including any court ordered damages and discharge any judgment entered thereon.

10. Bankruptcy

- 10.1 If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against CLEC, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare CLEC insolvent or unable to pay CLEC's debts, or CLEC makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for CLEC or for the major part of CLEC's property, ILEC may, if ILEC so elects but not otherwise to the extent permitted by Applicable Law, and with or without notice of such election or other action by ILEC, forthwith terminate this Agreement.

11. Inspections

- 11.1 ILEC shall conduct an inspection of CLEC's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between CLEC's equipment and the equipment of ILEC. ILEC may conduct an inspection if CLEC adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. ILEC shall provide CLEC with a minimum of forty-eight (48) hours or two (2) Business Days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by ILEC.

12. Security and Safety Requirements

- 12.1 The security and safety requirements set forth in this section are as stringent as the security requirements ILEC maintains at its own Premises either for its own employees or for authorized contractors. Only ILEC employees, ILEC Certified Contractors and authorized employees, authorized Agents, pursuant to Section 3.3.1, preceding, or authorized Agents of CLEC will be permitted in the ILEC Premises. CLEC shall provide its employees and Agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo, and the CLEC name. ILEC reserves the right to remove from its Premises any employee of CLEC not possessing identification issued by CLEC or who has violated any of ILEC's policies. CLEC shall hold ILEC harmless for any damages resulting from such removal of its personnel from ILEC Premises, except to the extent of the gross negligence, intentional acts, or willful misconduct of ILEC. CLEC shall be solely responsible for ensuring that any guest of CLEC is in compliance with all subsections of this section.
- 12.1.1 CLEC will be required, at its own expense, to conduct a statewide investigation of criminal history records for each CLEC employee being considered for work on the ILEC Premises as permitted by

state law, for the states/counties where the CLEC employee has worked and lived for the past five years.

- 12.1.2 CLEC will be required to administer to their personnel assigned to the ILEC Premises security training either provided by ILEC, or meeting criteria defined by ILEC at no additional cost to CLEC.
- 12.1.3 ILEC reserves the right to refuse building access to any CLEC personnel who have been identified to have felony or misdemeanor (other than misdemeanor traffic violations) criminal convictions. Notwithstanding the foregoing, in the event that CLEC chooses not to advise ILEC of the nature and gravity of any misdemeanor conviction, CLEC may, in the alternative, certify to ILEC that it shall not assign to the ILEC Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.1.4 For each CLEC employee requiring access to a ILEC Premises pursuant to this Attachment, CLEC shall furnish ILEC, prior to an employee gaining such access, a certification that the aforementioned background check, as permitted by state law, and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, CLEC will disclose the nature of the convictions to ILEC at that time. In the alternative, CLEC may certify to ILEC that it shall not assign to the ILEC Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.1.5 At ILEC's request, CLEC shall promptly remove from ILEC's Premises any employee of CLEC who ILEC does not wish to grant access to its Premises 1) pursuant to any investigation conducted by ILEC or 2) prior to the initiation of an investigation in the event that an employee of CLEC is found interfering with the property or personnel of ILEC or another LEC, provided that an investigation shall promptly be commenced by ILEC.

12.2 Notification to ILEC

ILEC reserves the right to interview CLEC's employees, Agents, or contractors in the event of wrongdoing in or around ILEC's property or involving ILEC's or another LEC's property or personnel, provided that ILEC shall provide reasonable notice to CLEC's Security contact of such interview. CLEC and its contractors shall reasonably cooperate with ILEC's investigation into allegations of wrongdoing or criminal

conduct committed by, witnessed by, or involving CLEC's employees, Agents, or contractors. Additionally, ILEC reserves the right to bill CLEC for all reasonable costs associated with investigations involving its employees, Agents, or contractors if it is established and mutually agreed in good faith that CLEC's employees, Agents, or contractors are responsible for the alleged act. ILEC shall bill CLEC for ILEC property which is stolen or damaged where an investigation determines the culpability of CLEC's employees, Agents, or contractors and where CLEC agrees, in good faith, with the results of such investigation. CLEC shall notify ILEC in writing immediately in the event that CLEC discovers one of its employees already working on the ILEC Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the ILEC Premises, any employee found to have violated the security and safety requirements of this section. CLEC shall hold ILEC harmless for any damages resulting from such removal of its personnel from ILEC Premises.

13. OSHA Statement

13.1 CLEC, in recognition of ILEC's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of ILEC with all federal, state and local laws, safety and health regulations relating to CLEC's activities concerning Collocated Space, and to indemnify and hold ILEC harmless from any judgments, citations, fines, or other penalties which are assessed against ILEC as the result solely of CLEC's failure to comply with any of the foregoing. ILEC, in its status as an employer, will comply with all federal, state and local laws, safety and health standards and regulations with respect to all other portions of the Premises, and agrees to indemnify and hold CLEC harmless from any judgments, citations, fines or other penalties which are assessed against CLEC as a result solely of ILEC's failure to comply with any of the foregoing.

13.2 Use of Supplies

Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Actual, documented costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

13.3 Use of Official Lines

Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the ILEC Premises. Actual, documented charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

13.4 Use of Portable Phone

Use of portable cellular, digital cellular or PCS phones is prohibited in ILEC's equipment room.

13.5 Accountability

Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

14. Asbestos

14.1 CLEC is aware the building in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building materials, and CLEC hereby releases and agrees to hold ILEC harmless from any and all liability to CLEC or any of its employees, Agents or invitees as a result thereof except to the extent of the gross negligence, intentional acts or willful misconduct of ILEC.

15. Destruction of Collocation Space

15.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for CLEC's permitted use hereunder, then either Party may elect within ten (10) Business Days after such damage, to terminate this Attachment, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for CLEC's permitted use, or is damaged and the option to terminate is not exercised by either Party, ILEC covenants and agrees to proceed promptly without expense to CLEC, except for improvements not the property of ILEC, to repair the damage. ILEC shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of ILEC, which causes shall not be construed as limiting factors, but as exemplary only. ILEC will restore collocation space within the same timeframe and make it available to CLEC as it

makes facility space available for its own use. CLEC may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that an ILEC Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a ILEC Certified Vendor. If CLEC's acceleration of the project increases the cost of the project, then those additional charges will be incurred by CLEC. Where allowed and where practical, CLEC may erect a temporary facility while ILEC rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, CLEC shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for CLEC's permitted use, until such Collocation Space is fully repaired and restored and CLEC's equipment installed therein (but in no event later than thirty (30) Business Days after the Collocation Space is fully repaired and restored). Pursuant to this section, ILEC will restore the associated services to the Adjacent Arrangement.

16. Eminent Domain

- 16.1 If the whole of any Collocation Space shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by ILEC of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, ILEC and CLEC shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) Business Days after such taking.

17. Non-exclusivity

- 17.1 CLEC understands that this Attachment is not exclusive and that ILEC may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first-come, first-served basis.

Pricing Attachment

RATES AND CHARGES

General.

The rates contained in this Appendix are the rates as referenced in the various sections on the Interconnection Agreement and are subject to change as a result of filings with state and federal Commission rulings and proceedings, including but not limited to, any generic proceeding to determine Bluffton's costs, the establishment of a competitively neutral universal service system, or any appeal or other litigation.

1 I. Transport and Termination of Traffic

A. Local Switching Rate:

- | | |
|-------------------------------|----------------|
| 1. Local/EAS Call Termination | Per section XX |
|-------------------------------|----------------|

B. Local Transport Rate:

1. Local/EAS Transport Termination:

- | | |
|--------|----------------------------|
| a) DS1 | \$ 21.00 / DS1 term. / mo. |
| b) DS3 | TBD |

2. Direct Trunk Transport Facility:

- | | |
|--------|-----------------------|
| a) DS1 | \$ 8.50 / mile / mo. |
| b) DS3 | \$ 72.00 / mile / mo. |

C. Tandem Switching Rate	\$ 0.002385 / min.
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D. Tandem Transmission Rate	\$ 0.000142 / min. / mi.
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E. Transit Traffic Rate:

1. Local:

- | | |
|----------------------------|--------------------|
| a) Switching Only | \$ 0.002385 / min. |
| b) Switching and Transport | TBD |

2. Toll	BLUFFTON F.C.C. 1 Tariff
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1. Direct Trunk Transport	BLUFFTON F.C.C. 1 Tariff
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2. Tandem Switched Transport	BLUFFTON F.C.C. 1 Tariff
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3. Transport Interconnection	BLUFFTON F.C.C. 1 Tariff
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4. Local Switching	BLUFFTON F.C.C. 1 Tariff
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- | | |
|--------------------------|--------------------------|
| 5. Carrier Common Line | BLUFFTON F.C.C. 1 Tariff |
| 6. Information Surcharge | BLUFFTON F.C.C. 1 Tariff |

II. Collocation

A. Physical and Virtual Collocation Rate Elements:

- | | |
|--|------------------------------|
| 1. Quote Preparation Fee | \$ 505.66 / request |
| 2. Subsequent Application Fee | \$ 428.81 / request |
| 3. Space Preparation Fee | ICB |
| 4. Cable Installation Fee | ICB |
| 5. Entrance Facility | \$ 499.42 / request |
| 6. Cable Splicing | ICB |
| 7. -48 Volt Power: | |
| a) 20 Amp. Connection | \$ 160.00 / connection / mo. |
| b) 30 Amp. Connection | \$ 240.00 / connection / mo. |
| c) 50 Amp. Connection | \$ 400.00 / connection / mo. |
| d) 100 Amp. Connection | \$ 800.00 / connection / mo. |
| 8. -48 Volt Power Cable | \$ 32.75 / mo. |
| 9. Inspection Labor for Access to POI | \$ 59.45 / man-hour |
| 10. Expanded Interconnection Channel Termination | ICB |
| 11. Expanded Interconnection Channel Regeneration | ICB |
| 12. Collocation Cross Connection (of two collocated CLECs) | |
| a) Fiber /per foot | TBD |
| b) Copper or Coax /per foot | TBD |
| 13. Cross-Connects | |
| a) 2-Wire | \$0.30 |
| b) 4-Wire | \$0.30 |
| c) DS1 | \$8.00 |
| d) DS3 | \$15.00 |
| 14. Collocation Single Point of Termination: | |
| a) DS1: | |

1. Monthly	ICB
2. Nonrecurring	ICB
b) DS3:	
1. Monthly	ICB
2. Nonrecurring	ICB
15. Collocation Cable Racking Installation	\$ 35.85 / ft. / cable
16. Collocation Grounding:	
a) Monthly	No charge
b) Nonrecurring	\$ 465.68 / request
B. Physical Collocation Rate Elements (physical collocation only):	
1. Floor Space Rental	\$ 5.25 / sq. ft / mo.
2. Enclosure Build-out	ICB
C. Virtual Collocation Rate Elements (virtual collocation only):	
1. Maintenance Labor	\$ 59.45 / man-hour
2. Training Labor	ICB
3. Equipment Bays	\$ 13.75 / shelf / mo.
4. Engineering Labor	\$ 73.01 / man-hour
5. Installation Labor	\$ 59.45 / man-hour

III. Unbundled Network Elements/ Access

A. Local Loops:	
1. 2 Wire Analog Loop	\$ 23.35 / loop / mo.
2. 2 Wire Digital Loop	\$ 25.90 / loop / mo.
3. 4 Wire Analog Loop	\$ 38.10 / loop / mo.
4. 4 Wire Digital Loop	\$40.65 / loop / mo.
5. DS1 Loop	\$ 196.70 / loop / mo.
6. DS3 Loop	\$ 1,685.10 / loop / mo.
7. Unbundled Copper Loop	TBD

B. Network Interface Device (NID):

- | | |
|----------------------------|---------------------|
| 1. Basic NID | \$ 1.45 / NID / mo. |
| 2. Multi-line NID (6-Pair) | \$ 2.38 / NID / mo. |

C. Local Switching:

- | | |
|--------------------|---------------------------|
| 1. Line-side Port | \$ 5.15 / line port / mo. |
| 2. Trunk-side Port | \$ 99.25 / DS1 port / mo. |

D. Nonrecurring Charges for Unbundled Services:

- | | |
|---|--|
| 1. Service Order -- Initial | \$ 32.60 / request |
| 2. Service Order -- Subsequent | \$ 21.38 / request |
| 3. Service Order -- Records | \$ 12.00 / request |
| 4. Service Order -- Outside Normal Work Hours | \$ 48.90 / request |
| 5. Central Office Work | \$ 19.82 / request |
| 6. Line Connection | \$ 45.89 / request |
| 6. Loop Installation/Construction | ICB |
| 7. Loop Conditioning Charge | \$ 166.76 / request / loop |
| 8. Bona Fide Request Charge | \$ 592.44 / request |
| 9. Basic Testing at Coordinated Cut-over Charge | \$ 59.45 / man-hour |
| 10. Customer Transfer Charge | BLUFFTON GENERAL
CUSTOMER SERVICES TARIFF |
| 11. Slamming Charge | \$ 100.00 / line |
| 12. Loop Tagging Charge | \$10.50 per loop |
| 13. Cross-Connects | |
| a) 2-Wire | \$12.30 |
| b) 4-Wire | \$12.30 |
| c) DS1 | \$22.03 |
| d) DS3 | \$22.03 |